

**In The United
States District Court
For The District of Delaware**

STEVEN KREBS d/b/a Creative
Gardens Center

Plaintiff,

Civil Action No. 06 - 455

-Against-

PATRICIA A. MEYERS
Defendant.

**Racial Implication(s)
Please Take Legal**

28 U.S.C. Section 1446. **NOTICE** 28 U.S.C. Section 1443.

This is a viable / Active

"NOTICE OF REMOVAL"

Now, here come(s) PATRICIA A. MEYER(S), Pro se of RR4, Box 103A, Frankford, Delaware 19945 - 9804, by and through her Power of Attorney / emissary / Dennis L. Smith, who is also Pro se and a witness with the lawful - support and Heretofore clarified Assistance of my power of Attorney,. Who has been wrongfully Heinously denied the most basic essential - elemental / Fundamental, Rudimentary - minimal - Mandated,

not out - dated, Inalienable constitutional - libertie(s) to be capable to uphold his obligation,. To be an; agent / emissary / power of Attorney as Mr. Dennis L. Smith has, since 2003.,

Prohibited / Proscribed Divisive Racial Divide / Racial implication(s);

Ms. Patricia Meyers, could not / cannot receive a fair, state court judicial proceeding. Without her specifically - Vehemently Requested power of Attorney Mr. Dennis L. Smith,. This is totally patently unconstitutional,. And in fact wrongfully signifie(s) fatal error(s) / Assignment of error(s),. However priority still; is the divisive Racial - Divide, of the court and suspect opposing legal counsel who cannot take it,. That Mr. Dennis L. Smith is an African - American.,

Scope;

In a nut shell, this superficial notorious Civil Action must be Legally Removed, to a "United States District Court, of proper - situs for instant - Action; This previous civil action was filed in the State of Delaware's Court of Chancery in the State of Delaware's Sussex County site on; February 23, 2005 .

Due, to prohibited - vile - indignant "Racial - injustice," of the Court in Question; first of all, Attorney John E. Tarburton

was removed from the Law firm of Procino & Tarburton LLP, because of his deceitful June 8, 2006 letter to Ms. Patricia A. Meyers , for one reason. Also the Sussex County Delaware Court of Chancery deceitfully stopped Mr. Dennis L. Smith from using his "Power of Attorney" after approximately one year and four months, in this civil case 1120 - S, See Exhibit E, which is the February 10, 2006, Motion to Dismiss.

Also in this Motion to Dismiss, is a enclosed January 19, 2006 letter, therefore see this letter's page #11, paragraph #6, which Explained at that time, how Mr. Smith uses his "Power of Attorney". Concerning this issue, Chancellor Chandler III had no problem in his May 26, 2006 Court Order, with page # 11, paragraph # 6, but now in his July 18, 2006 Court Order Revenge because of Mr. Smith July 8, 2006, letter which involves Chancellor Chandler III in his Wanton Actionable negligence and / or Conspiracy. See; 42 U.S.C. Section 1985(3). Not limited to; Also his wrongful intentional judicial - canons. Furthermore, see the # 7 reasons why Civil Case 1120 - S, needs to be Dismiss, in the February 10, 2006, Motion to Dismiss. Also for proof and understanding See; listed Exhibits: **A, B, C, D, E, F, G, H, and I.**

Dear; Clerk Please in the lawful interest of Justice and to implore; True constitutional vehement uniformity, in this Federally Owned & Operated United States District Court of Law;

This Constitutional Notice of "Removal;"

Is based on the, Unconstitutional - Ground(s); of; the de facto
Court of Chancery's defunct; illicit

{01}. 28 U.S.C. Section 1443. Ms. Patricia Meyers, diligent
Power of Attorney, was wrongfully cast - out of continuing to protect Ms.
Patricia Meyers, best interest, solely / only due to the Color of his skin.,

Ms. Patricia Meyers cannot receive a fair State Court
Proceeding / Trial per se in the de facto court of Chancery of Del.,

{02}. 28 U.S.C. Section 1441(c).

{03}. 28 U.S.C. Section 1985(3).

{04}. 28 U.S.C. Section 1983.

Also; The "Gross - wrongful," Transgression(s), of the de facto /
de funct inferior Court of Chancery, are not legal in these United States
of America,. Also the proscribed continued, / still continuing; wrongful
Racial - Implication(s), against my dear - friend, and Legal Power of
Attorney,. Is not consistent with the fundamental(s), of Liberty &
"Justice,". And is patently violative,

and of multiple denial(s) of several viable federalized statue(s) of, as well as 28 U.S.C. Section 1343.

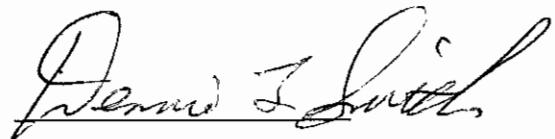
"NOTICE OF REMOVAL"

Based also, upon the de facto inferior State of Delaware's Court of Chancery of Racist, Sussex County Delaware. Who did illegally - entwine commingle in proscribed "Racial - Injustice,." And also did wrongfully deny "Due process", All the while, and also wrongfully violated U.S. Const. 14th Amend., See Also 42 U.S.C. Section 1981(a). Invidious Intentional Discrimination(s),.

Respectfully Submitted.

PAT X. M
Patricia A. Meyers
Route 4, Box 103A
Frankford, DE 19945

Date: July 27, 2006



Dennis L. Smith
P. O . Box 311
Selbyville, DE 19975 /
power of attorney
/agent / emissary / and
witness for Patricia A.
Meyers

**In The United
States District Court
For The District of Delaware**

STEVEN KREBS d/b/a Creative
Gardens Center

Plaintiff,

Civil Action No._____

-Against-

PATRICIA A. MEYERS
Defendant.

Please See; Inferior Court docket - Enclosed;

Dearest; Clerk Mr. Peter T. Dalleo & Staff

Please Take Legal / Lawful Pertinent / Relevant Notice;

The Civil - Case to be constitutionally; "R E M O V E D" due to "Racial
Implication(s)" is from the Honorable Vel non / de facto Vel non

**STATE OF DELAWARE'(S)
Court of Chancery
Of Sussex County**

Civil Action No. 1120 - S Previously presided via tort - feasor Honorable
Chancellor William B. Chandler 03rd.

PLEASE SEE; EXHIBIT "I"

X Patricia A. Meyers

Ms. Patricia A. Meyers

X Dennis L. Smith

Mr. Dennis L. Smith
Power of Attorney
/agent / emissary / and
witness for Patricia A.
Meyers

July 27, 2006

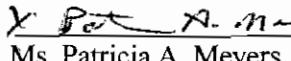
IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

STEVEN KREBS, d/b/a, KREATIVE
GARDEN CENTER, : C.A. No.: _____
Plaintiff, :
v. :
PATRICIA A. MEYERS, :
Defendant. :

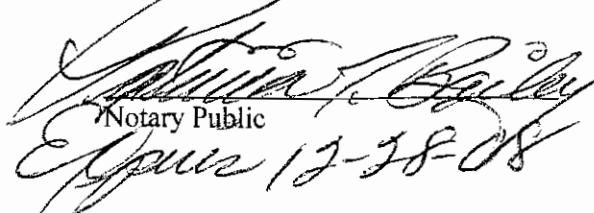
AFFIDAVIT OF PATRICIA A. MEYERS

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 27 day of July 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Patricia A. Meyers, Defendant in the above-captioned action, known to me personally to be such, who being duly sworn according to law did depose and say that the facts contained in the " **NOTICE OF REMOVAL**" are true and accurate to the best of her knowledge, information and belief.


Ms. Patricia A. Meyers.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.


Notary Public
Expires 12-28-08

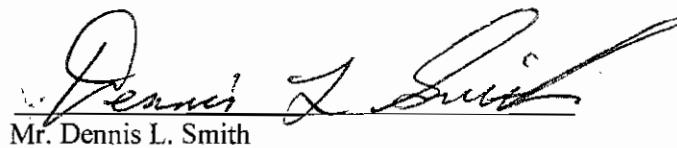
IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

STEVEN KREBS, d/b/a, KREATIVE :
GARDEN CENTER, : C.A. No.: _____
Plaintiff,
v.
PATRICIA A. MEYERS, :
Defendant.

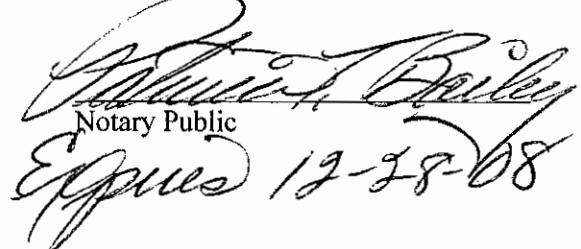
AFFIDAVIT OF DENNIS L. SMITH

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 27 day of July 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Dennis L. Smith, Defendant's "power of attorney" / emissary / agent and witness in the above-captioned action, known to me personally to be such, who being duly sworn according to law did depose and say that the facts contained in the "**NOTICE OF REMOVAL**" are true and accurate to the best of his knowledge, information and belief.


Mr. Dennis L. Smith

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.


Notary Public
Eppes 12-28-08

CERTIFICATE OF SERVICE

I hereby certify that two true copies of the "Notice of Removal" have been Hand-Delivered and/or certified mailed this 27 day of July 2006 to counsel for the Plaintiff at the following addresses:

John E. Tarburton, Esq,
303 North Shipley Street
Seaford, DE 19973
(Now, works out of his house)

Chancellor William B. Chandler III
Court of Chancery
34 The Circle
Georgetown, DE 19973

and that counsel and Chancellor Chandler III has received these two copies by Mr. Dennis L. Smith power of attorney / emissary /agent and witness, **for Patricia A. Meyers.**

Patricia A. Meyers

George T. Smith

A single handwritten letter 'A' is centered on a sheet of white paper with horizontal ruling lines. The letter is written in a bold, black ink. It features a vertical stem on the left and a wide, open top curve on the right, characteristic of a cursive or script-style 'A'. There are no other markings or text on the page.

65684

Exhibit A

General Power of Attorney

BK 000776 PG 04 |

TO ALL PERSONS, be it known that I, PATRICIA A. MEYERES,
Drivers License No. 427897, of RT #4 Box 1034 Frankfort, DE, 19945,
located in Sussex County, the undersigned Grantor, do hereby make and grant a general power of
attorney to my close friend of the family, Dewnis L. Smith, Sr.
of RT 3 Box 96 Frankfort, DE, 19945, and do thereupon constitute and
appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent: Grantor gives agent complete authority, to any and all real estate properties, leased properties, including any and all properties sold to, will to and/or owned by Grantor, to act and/or handle as agent choose in any matter. See most details below of real estate powers.

Real Estate Powers

DEAL WITH PROPERTY. To retain, invest in, sell, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon, or otherwise deal with or dispose of any property and to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments, assignments of, extensions of, satisfactions of, and releases of mortgage, subordination agreements, and any other instrument or agreement of any kind in connection therewith and affecting real and personal property located at County Road 382, near Johnson's Corner, Baltimore Hundred, Sussex County, Delaware consisting of 39.02 acres with improvements and any property hereafter owned by Grantor located anywhere, which my attorney-in-fact/agent may deem to be necessary.

My attorney-in-fact/agent has complete authority to appoint another agent and/or agents other than himself to have the same complete authority or limited authority, through a written agreement. In my will, to my son (Mack L. Davis Jr.) and agent, also will allow my agent to continue with complete authority as mentioned in this document.

Notice: Any copy of this document, received by anyone, is to prove the authority that the agent has now and had verbally before. This idea of giving complete authority to my agent, was initiated by me, (Grantor). There are four (4) of these same exact Power of Attorney documents signed, witnessed to, and notarized, which are superior over any other power of attorney that I had granted to my attorney-in-fact/agent, but, one (1) of these four (4) must be recorded in the Recorder Of Deeds.

My attorney-in-fact/agent hereby accepts this agreement, and I affirm and ratify all acts so undertaken.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 27th day
of October, A.D. 2003.

Witnesseth:

Witness

Witness

Grantor

Attorney-in-Fact/Agent

STATE OF DELAWARE

: SS.

COUNTY OF SUSSEX

REORDER OF DEEDS
JOHN F. BRADY

03 OCT 27 AM 11:51

I HEREBY CERTIFY that on this 27th day of October, A.D. 2003,
personally came before me, a Notary Public for the State and County aforesaid, Patricia A. ~~OSSEY~~ COUNTY
Meyers, and acknowledged the foregoing Power of Attorney to be her act and deed.

KAREN M. SAMSEL

NOTARY PUBLIC - DELAWARE

My Commission Expires March 10, 2005 NOTARY PUBLIC

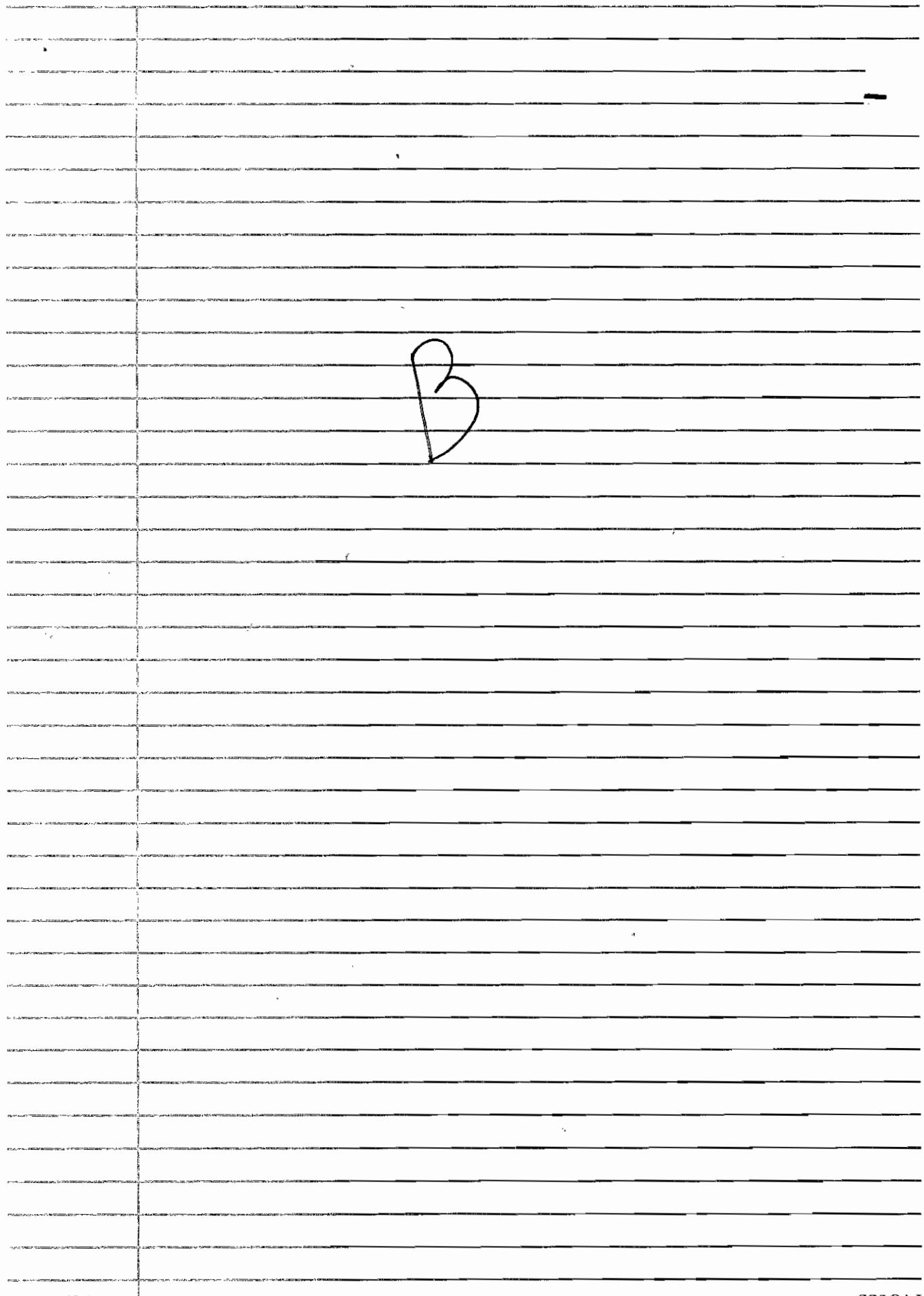


Exhibit B

Sussex County Sheriff's Office
SERVED SUMMONS
(SUBSTITUTE SERVICE)

Agency HENRY CLAY DAVIS, III, P.A.	Case Number 11208		
Case Name STEVE KREDS & VS PATRICIA A MEYERS	Description SER		
Type SUMMONS (EACH ADDRESS)	Circuit		
Return To CHANCERY SUSSEX	Date Received 03/03/2005	Date Expired 04/29/2005	
Last Name MEYERS	First Name PATRICIA	Middle Name A	Jr / Sr
Date Of Birth //	Social Security Number	Sex UNKNOWN	
Home Address RD 4 BOX 103A FRANKFORD, DE. 19945			
Work Name			
Work Address			
Home Phone	Bus Phone	Work Phone	Air Phone
Served On 03/11/2005		Service Fee \$ 30.00	Mileage Charges \$ 0.00
Additional Notes Deputy Lisa Baker served Dennis Smith (Name of person served & relationship)			
So Answered <u></u> Sheriff			
Returned <u></u> Deputy Clerk			
NOTE: DENNIS SMITH PICK UP PAPERS FOR PATRICIA A MEYERS AT THE SHERIFF'S OFFICE			
Reason for papers not served: <input type="checkbox"/> Wrong address for defendant <input type="checkbox"/> Defendant has moved <input type="checkbox"/> Other Reason _____			
Papers Served _____			

A large, faint letter 'C' is centered on a sheet of lined paper. The paper features horizontal ruling lines and a vertical margin line on the left side. The letter 'C' is drawn in a simple, black, sans-serif font, appearing as a large, open circle with a vertical stroke on the right side.

Exhibit C

2415 /IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Steven Krebs d/b/a Kreative Garden
Center

CIVIL ACTION NO. 1120-S

-v-
Patricia A. Meyers

SUMMONS

THE STATE OF DELAWARE,
TO THE SUSSEX COUNTY SHERIFF:
YOU ARE COMMANDED:

To Summon the above named defendant, so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon Alan Davis, Esq. whose address is Henry Clay Davis, III P.A., 303 N. Bedford Street, P.O. Box 744, Georgetown, DE 19947 an answer to the complaint.

To serve upon defendant a copy hereof and of the complaint.

TO THE ABOVE NAMED DEFENDANT:

In the case of your failure 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an answer to the complaint, judgment by default will be rendered against you for the relief demanded in the complaint

Dated: 2-26-05

M. L. Johnson
Register in Chancery
Ches Dept

23284

3c



DATE

Notes

Exhibit D

EFiled: Jan 19 2006 10:39AM EST
Transaction ID 10366417



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY

STEVEN KREBS d/b/a KREATIVE GARDEN CENTER,	:	C.A. No. 1120-S
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
PATRICIA A. MEYERS[,] AND <u>DENNIS L. SMITH,</u>	:	
	:	
Defendant[.]s.	:	

**AMENDED VERIFIED COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF**

This is an action for declaratory and injunction relief. Plaintiff seeks a determination from this Court that a lease executed by Patricia A. Meyers is a binding, enforceable contract entitling Plaintiff to the quiet enjoyment of the leased premises, and that the provisions regarding the contract extension have been adequately complied with.

Plaintiff further seeks injunctive relief against Defendant to prevent her or her agents from continued interference with Plaintiff's rights under the lease.)

In this action, Plaintiff
seeks to strike the appearance of Dennis L. Smith, who is not a member of the Delaware
Bar, and to add Dennis L. Smith as a Defendant.. In support of its claims, Plaintiff alleges
as follows:

1. Plaintiff, Steven Krebs d/b/a Kreative Garden Center (hereinafter "Kreative") is a resident of the State of Delaware.

Exhibit E

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR SUSSEX COUNTY

STEVEN KREBS, d/b/a, KREATIVE
GARDEN CENTER,

.. C.A. No.: 1120 - S

Plaintiff,

v.

PATRICIA A. MEYERS[.] AND
DENNIS L. SMITH,

Defendant[.]s.

REGISTER IN CHANCERY
GEORGETOWN, DELAWARE
2006 FEB 10 P 32

**MOTION TO DISMISS PLAINTIFF'S AMENDED VERIFIED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE RELIEF**

COMES NOW the Defendant, Ms. Patricia A. Meyers, (hereinafter "Meyers") who is pro se, of RR 4, Box 103A, Frankford, Delaware 19945, by and through her attorney-in-fact/agent, Dennis L. Smith (hereinafter "Smith") who is also pro se, and a witness. This is an action to dismiss Plaintiff's action for declaratory and injunction relief. Meyers seeks a determination from this Court that a lease executed by Kreative is not binding because this lease is a moot issue now, therefore not a enforceable contract entitling Plaintiff to the quiet enjoyment of the leased premises, and that the provisions regarding the contract extension is deceitful, unconscionable, ambiguous, poorly written and moot, because this lease terminated on March 28, 2005. Plaintiff stated, "... further seeks injunctive relief against defendant to prevent her or her agents from continued interference with plaintiff's rights under the lease. In this action, Plaintiff seeks to strike the appearance of Dennis L. Smith, who is not a member of the Delaware Bar, and to add

Take Notice

g m
DJ

Dennis L. Smith as a Defendant". This quote of Plaintiff's is moot, because this lease
terminated on March 28, 2005. In support of ~~its~~ claims, Meyers alleges as follows:

1. Paragraph One is Admitted.

2. Paragraph Two is Admitted.

3. Paragraph Three is Admitted at to the fact that attorney-in-fact/agent Smith is a resident of the State of Delaware, and has a power of attorney recorded in the Recorder of Deeds book 00776, page 041 dated October 27, 2003, giving him the authority to act for Meyers. Meyers denies Plaintiff Mr. Steven S. Krebs' (hereinafter "Kreative") false and slanderous claim that "The actual relationship between the parties is not known,..." concerning Smith and Meyers, and states that the power of attorney on its face, clearly states the relationship between the parties as follows, "... Grantor, do hereby make and grant a general power of attorney to my close friend of the family, Dennis L. Smith Sr. ...," which clearly ratifies his actions.

4. Paragraph Four: Answer to Plaintiff's paragraph four is MOOT and Plaintiff's paragraphs 5, 6, 7 a, b, c, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 a, b, c, d, e, all of those just mentioned paragraphs and sub-paragraphs are MOOT because Kreative's lease terminated on March 28, 2005. Therefore, see agent's response letter dated January 19, 2006, to Attorney Tarburton's letter dated November 11, 2005. Meyers' letter dated January 19, 2006, with exhibits supports of her claims, Meyers alleges as follows in her attached letter:

Note: Meyers' response letter dated January 19, 2006, will be the first time Attorney Tarburton received this letter.

Take Notice

WHEREFORE Defendants Pray this Honorable Court Rescind the January 31, 2002,
contract and dismiss this case 1120-S, and award Meyers any and all other relief that is just.

RESPECTFULLY SUBMITTED.

Patricia A. Meyers

Patricia A. Meyers
Route 4, Box 103A
Frankford, DE 19945

Dennis L. Smith

Dennis L. Smith attorney-in-fact/agent
and witness for Patricia A. Meyers

DATE: 2/9/06

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR SUSSEX COUNTY

STEVEN KREBS, d/b/a, KREATIVE
GARDEN CENTER,

C.A. No.: 1120 - S

Plaintiff,

v.

PATRICIA A. MEYERS,

Defendant.

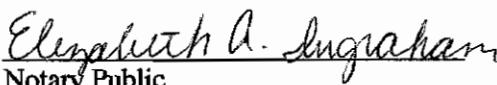
AFFIDAVIT OF PATRICIA A. MEYERS

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 9th day of February 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Patricia A. Meyers, Defendant in the above-captioned action, known to me personally to be such, who being Duly sworn according to law did depose and say that the facts contained in the Motion to dismiss, are true and accurate to the best of her knowledge, information and belief.


Ms. Patricia A. Meyers.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.


Elizabeth A. Ingraham
Notary Public

ELIZABETH A. INGRAHAM
NOTARY PUBLIC - DELAWARE
My Commission Expires March 8, 2007

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR SUSSEX COUNTY

STEVEN KREBS, d/b/a, KREATIVE
GARDEN CENTER,

C.A. No.: 1120 - S

Plaintiff

v.

PATRICIA A. MEYERS,

Defendant.

AFFIDAVIT OF DENNIS L. SMITH

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 9th day of February 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Dennis L. Smith, Defendant's attorney-in-fact/agent and witness in the above-captioned action, known to me personally to be such, who being duly sworn according to law did depose and say that the facts contained in the Motion to dismiss, are true and accurate to the best of her knowledge, information and belief.



Mr. Dennis L. Smith

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.



Elizabeth A. Ingraham
Notary Public

ELIZABETH A. INGRAHAM
NOTARY PUBLIC - DELAWARE
My Commission Expires March 6, 2007

**Dennis L. Smith
P. O. Box 311
Selbyville, DE 19975**

January 19, 2006

Hand Delivered To: Mr. John E. Tarburton's office and to Chancellor William B. Chandler III, of the Court of Chancery's office (This letter – 12 pages, plus Exhibits)

To: John E. Tarburton, Attorney
Procino & Tarburton LLP
123 Pennsylvania Avenue
Seaford Delaware 19973

To: Chancellor William B. Chandler III
Court of Chancery
P. O. Box 581
Georgetown, Delaware 19947

Re: Request to dismiss civil case # 1120-S, based on the fact that Mr. Krebs' lease dated January 31, 2002, ended on March 28, 2005, which contains issues of facts, which are **deceit**, unconscionable, ambiguous and equal protection of the law. Therefore, Attorney Tarburton's request for his " Motion to Amend Complaint to Join Additional Defendant " dated January 13, 2006, is **MOOT**. Steven Krebs, d/b/a Kreative Garden Center -v- Patricia A. Meyers through her attorney-in-fact / agent / witness (Mr. Dennis L. Smith, who has a power of attorney for the leased 2.5 acres issues).

See Exhibit A

Dear Mr. Tarburton and Chancellor William B. Chandler III:

First of all, attorney Tarburton's letter dated November 11, 2005, will be answered at the end of this letter, and the " MOOT " issue as mentioned above.

Ms. Meyers through her attorney-in-fact/agent/ witness (Mr. Dennis L. Smith), is making a **request that** this court dismiss this case numbered 1120 – S, based on the following **reasons**, all filed documents with this court and/or reasons and understanding listed below:

REASON ONE – This lease below does not confirm who **prepared** this lease:

First of all, Mr. Krebs' lease dated January 31, 2002, does not indicate who it, was prepared by, but is believed to be prepared by Mr. Krebs and/or his prior attorney, because Mr. Krebs at one time told me that he prepared this lease, and at another time Mr. Krebs' prior attorney name Mr. Alan G. Davis' also told me that he prepared this lease. The **fact is**, this lease does not confirm who prepared it thereon.

See four pages of – Exhibit B

REASON TWO – Section Eight lease term of Mr. Krebs' lease is Ambiguous:

Please, follow this sequence of understanding, starting in this paragraph and then through to, a, b, c, d, e, f, g, h, i, and j, sub-paragraphs listed below, concerning this ambiguous lease term Section Eight. In the Black's Law Dictionary the Test for the word Ambiguous, is as follows: " Test for determining whether a contract is " ambiguous " is whether reasonable persons would find the contract subject to more than one interpretation." This Dictionary meaning of the word Ambiguous is as follows: " Language in contract is " ambiguous " when it is reasonably capable of being understood in more than one sense." "...when good arguments can be made for either of two contrary positions as to a meaning of a term in a document."

See See four pages of – Exhibit B

Continue on page 2

Mr. Tarburton and Chancellor William B. Chandler III
January 19, 2006
Page # 2

(a) Sub-paragraph - Section Eight of this lease dated January 31, 2002, is **AMBIGUOUS**, because it has two contrary positions as to the meaning of Section Eight term. Therefore, see the first contrary position, of interpretation quoted from Mr. Krebs' and/or his prior attorney's drafted Section Eight of page two (2), as follows: " In consideration of rent and the additional signing bonus mentioned above, lessor hereby waives any right to terminate the lease at the end of the original three-year lease" ----- This deceitful contrary position means that Ms. Meyers does not have any right to terminate.

vs.

(b) Sub-paragraph - **Second**, contrary position, of interpretation quoted from this same Section Eight of this lease, of page two (2) as follows: "... and grants to lessee the right to request an extension of the lease term for three years or five years, at his option." ----- In the Black's Law Dictionary " Option " means: " Right of election to exercise a privilege. Contract made for consideration to keep an offer open for prescribed period."

(c) Sub-paragraph - " Prescribed period," for right to request, which only started and ended on March 28, 2005, in accordance with this ambiguous Section Eight term. See quotes from this Section Eight, "... waives any right to terminate the lease at the end of the original three-year lease term, and grants to lessee the right to request...." Now, also in accordance with this lease term, if Mr. Krebs interprets, that he had the right to claim that Ms. Meyers, "... waives any right to terminate the lease at the end of the original three-year lease term...," therefore, likewise in accordance with this same lease term, Ms. Meyers had the right to interpret and claim, that Mr. Krebs, "... at the end of the original three-year lease term and grants to lessee the right to request (ask) ...," concerning Equal Protection of the Law. Also, in accordance with this Section Eight and Section 13 – ENTIRE AGREEMENT of this same lease, Ms. Meyers had the right to answer Mr. Krebs' " request," by approved or denied in writing, but at the end of the original three-year lease term, which was on March 28, 2005, Mr. Krebs failed or chose not to make a request in writing for an extension to this lease, on this prescribed period of time, as mentioned in this paragraph.

(d) Sub-paragraph - Now, please keep in mind, after Mr. Krebs failed or chose not to make his request as explain in the above paragraph, therefore, this same ambiguous Section Eight, next in sequence, stated: " Such extension shall continue under the terms and conditions of this lease agreement, unless the parties otherwise agree in writing at the time of the extension." After this quote just mentioned, " Such extension " can not exist or continue in accordance with this Section Eight lease term because, again as explained, for one reason Mr. Krebs failed or chose not to make a request on the prescribed period, which was on March 28, 2005.

(e) Sub-paragraph - In the Black's Law Dictionary - " Request " means: " To ask for something or for permission or authority to do, see, hear, etc, something; to solicit." Also, in this same Dictionary – " Such " means: " That or those; having just been mentioned," which in this case was the " right to request " concerning the ambiguous Section Eight lease term.

Continue on page 3

Mr. Tarburton and Chancellor William B. Chandler III
 January 19, 2006
 Page # 3

**Conclusion of Mr. Krebs' Ambiguous Section Eight lease term,
 in Sub-paragraphs, f, g, h, j, and i listed below:**

- (f) Sub-paragraph - In the conclusion of Section Eight lease term, which states: "Lessee shall give lessor, within 60 days of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years." This quote from the conclusion of this ambiguous Section Eight, contradicts the prior remaining part of this Section Eight, because it does not contain anything about the prescribed period of Mr. Krebs' right to request, which was on March 28, 2005, and therefore makes no sense.
- (g) Sub-paragraph - "SECTION 13 – ENTIRE AGREEMENT" maybe, another reason that Mr. Krebs failed or chose not to make his request on March 28, 2005, because this section of the lease states, "The terms and conditions herein constitute the entire agreement of the parties. No additions, modifications, or alterations to the agreement shall be valid or enforceable unless in writing and signed by the parties."
- (h) Sub-paragraph - I (Mr. Smith), Ms. Meyers' agent, who was also deceived and/or misled by this ambiguous Section Eight interpretation in the past. Therefore, in, a, b, c, d, e, f, and g, sub-paragraphs just mentioned above, involving this Section Eight, is one of the reasons that Ms. Meyers registered in the Court of Chancery through her agent, response documents and/or documents dated October 29, 2004, November 12, 2004, December 18, 2004, January 27, 2005, and the Amended Answer dated May 19, 2005. In these documents or document or others document or documents filed, you will find that, in the past before December 2, 2004, that it was made clear to Mr. Krebs, that if Mr. Krebs use his right to request an extension at the end of the original three-year lease term, that Mr. Krebs' request will be denied. In a letter dated December 2, 2004, from Mr. Krebs prior attorney, it stated, "I write today to inform you that my client intends to exercise his rights under Section Eight of the Lease Agreement and gives you notice of his intention to extend the lease for an additional five years." Therefore, according to and in accordance with this Section Eight, the only time Mr. Krebs had a right to request an extension, was on March 28, 2005, but failed or chose not to use his right to make his request. Also, Mr. Krebs' prior attorney' letter does not contain anything about the prescribed period of Mr. Krebs' right to request, which was on March 28, 2005, and therefore, this also makes no sense.

See Exhibit C

- (i) Sub-paragraph - I (Mr. Smith), Ms. Meyers' agent, who at one time, also believed the deceit, that the conclusion quote from this ambiguous Section Eight lease term, which states: "Lessee shall give lessor, within 60 days of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years," was part of the request issue, but later found that this interpretation is not true, as pointed out in all sub-paragraphs just mentioned above. Therefore, concerning Mr. Krebs' prior attorney' letter dated December 2, 2004, Ms. Meyers for her safety, through her agent, responded to this letter, in a letter dated December 18, 2004, page number six (6), which denied Mr. Krebs implied

Continue on page 4

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extension concerning this conclusion part of this ambiguous Section Eight, which again make no sense to the prior remaining part of this Section Eight.

See Exhibit D

(j) Sub-paragraph - In the Black's Law Dictionary - "four corners" means: "The face of a written instrument. The phrase derives from the ancient custom of putting all instruments (such as contracts) on a single sheet of parchment, as opposed to multiple pages, no matter how long the sheet might be. At common law, this custom prevented people from ***fraudulently inserting materials into a fully signed agreement***. The requirement was that every contract could have only four corners. Therefore, the point is, Ms. Meyers through her agent, points out the fact that page one (1) and four (4) of this lease dated January 31, 2002, contains her initials and/or name, evidencing Ms. Meyers' agreement to the terms contained thereon, Ms. Meyers therefore denies having agreed to the terms contained on Mr. Krebs' and/or his prior attorney's page two (2) and three (3) of this lease.

Conclusion, concerning this ambiguous Section Eight term. Section Eight first contrary position, of interpretation is unconscionable, and when added together with the second contrary position of interpretation, it becomes ambiguous and the conclusion quote from this Section Eight lease term, which states: "Lessee shall give lessor, within 60 days of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years," contradicts the prior remaining part of this Section Eight. This Section Eight is also poorly written. Furthermore, in agent's response letter dated December 18, 2004, on page 7, it states, "Concerning one of Mr. Krebs' original lease dated January 31, 2002, please find enclosed a copy of each page which was never stapled together." Mr. Krebs gave this unstapled copy to Ms. Meyers on January 31, 2002. Also, this letter states, "Ms. Meyers told me (agent), before she signed both of Mr. Krebs' lease dated January 31, 2002, that papers were moved to the floor from the table and from the floor to the table as Mr. Krebs read each page and had Ms. Meyers signed the last page of the lease."

Note: Mr. Krebs also had Ms. Meyers to initial only the first page on each lease.

E F

REASON THREE - Mr. Krebs' unpaid rent prior to March 28, 2005, issue, in the amended answer dated May 19, 2005, also see exhibits B and E for proof. "SECTION 13 - ENTIRE AGREEMENT" of Mr. Krebs' lease dated January 31, 2002, states, "The terms and conditions herein constitute the entire agreement of the parties. No additions, modifications, or alterations to the agreement shall be valid or enforceable unless in writing and signed by the parties." See a, b, c, and d listed below:

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the *D* *E*

(a) Fact – Located in this amended answer under exhibit D, you will find an **additional agreement** dated **September 2, 2002**, which is a part of Mr. Krebs' January 31, 2002, lease agreement. This additional agreement was **signed by both parties, in accordance with Section 13 – ENTIRE AGREEMENT** lease term, to trade Ms. Meyers a mobile trailer for nine hundred fifty (\$ 950.00) dollars rent deduction for the leased two and half acres. This mobile trailer is not the agreed size and Ms. Meyers never received a title of ownership from Mr. Krebs. The details can be found in this amended answer and evidence can be found in **exhibit E**, concerning the true owner of this mobile trailer, who is Mr. F William Simpson of Bishopville, Maryland. You will find in **exhibit E**, that Mr. Simpson confirm in writing that Mr. Krebs has an “Outstanding balance in landscape materials of \$ 115.00 is still due from Steven Krebs.” Therefore, Mr. Krebs **illegally sold** Ms. Meyers a mobile trailer to live in, in the State of Delaware, and knowingly without a title. Furthermore, Mr. Krebs **illegally moved** this mobile trailer out of the State of Maryland without a permit, from the State of Maryland. Also, Mr. Krebs **illegally moved** this mobile trailer into the State of Delaware without a permit and **illegally placed** this mobile trailer in Ms. Meyers' back yard without a permit. Conclusion, **Mr. Krebs breached this September 2, 2002, additional, agreement** as pointed out, and Ms. Meyers wants Mr. Krebs to move this **illegal mobile house trailer**. Prior to March 28, 2005, Mr. Krebs has an outstanding balance owed to Ms. Meyers for **rent** of nine hundred (\$ 950.00) dollars. — Also, this outstanding balance for **rent** is a **breach of the ambiguous Section Eight and Section Nine** of Mr. Krebs lease dated January 31, 2002.

See Exhibit E and five pages of – Exhibit F

(b) Fact – As of March 11, 2004, based on Mr. Krebs' **illegal act(s) and/or wrongful act(s)** Ms. Meyers refused to be a partaker with Mr. Krebs and therefore, will not accept any **rent** from Mr. Krebs for the lease two and half acres parcel, although this rent now total to **approximately eight thousand (\$8,000.00) dollars**.

(c) Fact – **Illegally without a State of Delaware permit**, Ms. Meyers stated, that Mr. Krebs told her that he will help her to **replace** her 14 feet wide mobile house trailer with the mobile house trailer which she agreed and believed to be a 16' or 14' x 60', at **midnight when no one would notice**, but Ms. Meyers **refused** to participate in or sanction this illegal act, and at that time, again requested the title so that she could get the **necessary permits**.

(d) Fact – **County Constable's Office of Georgetown, Delaware** Mr. Pete Dirks confirm that this mobile trailer, which is mentioned in (c) above, must be moved because it is **illegally placed without a permit**. Ms. Meyer's agent promised to give Mr. Pete Dirks the proof of the true owner and who, illegally moved, and illegally placed this mobile trailer in Ms. Meyers' back yard.

Conclusion, Ms. Meyers, and agent will report to the State of Delaware and the State of Maryland Attorney General's Office, to see what can be done about Mr. Krebs fraud concerning the deceitful size and illegally selling a mobile house trailer to live in for money, but without a title. With common sense, Mr. Krebs knew that he was not the owner of this trailer, and never paid Ms. Meyers' \$ 950.00 dollars back prior to March 28, 2005. This is also a criminal issue.

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not

REASON FOUR – January 31, 2002, lease Section Nine Mr. Krebs did accept “ Asking price ” sixty days prior to March 28, 2005. Enclosed is a copy of Mr. Krebs’ prior attorney’ letter dated November 23, 2004, in the first paragraph he stated, “... my client would like to make an offer to purchase that 2.5 acres piece of property.” These boundaries for this “ 2.5 acres piece of property ” was designed by Mr. Krebs against Ms. Meyers’ will and/or agreement as pointed out in letters, (a) (b) (c) and (d), in the paragraphs below. Now, keep in mind that Mr. Krebs’ prior attorney filed Mr. Krebs’ lawsuit on February 23, 2005. Therefore, since November 23, 2004, through to February 23, 2005, and to date, again those boundaries remains as Mr. Krebs illegal designed them against Ms. Meyers will and/or agreement. Common sense question is, how can Mr. Krebs make a request to purchase this 2.5 acres piece of property, if he does not know of his own illegal designed boundaries?

See two pages of –Exhibit G

- (a) For boundaries details, for now see, Ms. Meyer’s agent’s letters dated December 18, 2004, and letter dated June 7, 2005, for detail understanding. Ms. Meyers continues to own this leased “ 2.5 acres piece of property ” to date, for legal issues also.
- (b) Now, after Ms. Meyers only signed her name and/or her initials on pages 1 and 4, of Mr. Krebs lease dated January 31, 2002, Mr. Krebs continued to create Parcel B’s boundaries which can be seen on video tape. Ms. Meyers only agreed that Mr. Krebs may lease 2.5 acres with a 175 feet of Road frontage starting from the well point, but Mr. Krebs illegally added 158 feet more of road frontage and created Parcel B boundaries, by installing the fence too far Northwest. *Also in one location in the back of the 2.5 acres, Mr. Krebs used string for a boundary, and in another location in the back of this same 2.5 acres Mr. Krebs used fence for a boundary, can be seen on video tape.* Parcel B is only Mr. Krebs’ “ ... mutual agreement on-site,” but it is not Ms. Meyers’ verbal “ ... mutual agreement on-site.” Ms. Meyers told Mr. Krebs that he went too far northwest concerning the Road frontage. Ms. Meyers told me that Mr. Krebs responded to her by saying there is nothing that she can do about this now. Also, under Section 7, of Mr. Krebs lease he stated, “ *Lessee shall, within six months of the commencement of the lease term, erect a fence around the leased premises in a location mutually agreeable to the parties,* ”

See Video Tape – Exhibit H

- (c) On January 17, 2006, in a phone conversation with Mr. Krebs’ new attorney Mr. John E. Tarburton, who stated that, “... new information came to my attention at the end of last week and ah the client, and I agreed with him ah we believe that ah it was importance to go ahead and get the matter filed now. Apparently it was some deeds that has been filed, and some land that changed hands.” “ You have conveyed title to certain property by recording deeds during the time that you and I have been talking.” Agent’s response was no, (not true). Keep in mind, attorney Tarburton, I (Mr. Smith) started talking to you on November 14, 2005, and last spoke with you on January 17, 2006. Therefore, respectfully my advice to you, please check the government Recorder of Deeds to confirm this new information to be the truth or a lie.

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(d) Conclusion, in Mr. Krebs' lease dated January 31, 2002, under Section Nine, which confirms, "**asking price.**" Therefore, in the Black's Law Dictionary - "**Asking price**" means: "The price at which a seller lists his property for sale." In Ms. Meyers' agent's letter dated November 12, 2004, to Mr. Krebs' prior attorney, on page two (2) of this letter, Ms. Meyers through her agent asked Three Million Five Hundred Thousand dollars (\$3,500,000.00), for the two and a half acres, concerning those boundaries which Mr. Krebs illegally designed. **This property is five miles from the beach, being illegally used for commercial use, also it has road frontage and continues to go up in price.** --- Ms. Meyers' through her agent answered Section 9, of this lease Pro Se, as I think I should, **but nothing is to be implied that Ms. Meyers wants to sell.** ---- Again, Ms. Meyers through her agent, points out the fact that page one (1) and four (4) of this lease dated January 31, 2002, contains her initials and/or name, evidencing Ms. Meyers' agreement to the terms contained thereon. Ms. Meyers therefore denies having agreed to the terms contained on Mr. Krebs' and/or his prior attorney's page two (2) and three (3) of this lease. **Please take notice,— in accordance with Section 9, Mr. Krebs and/or his prior attorney did not accept or reject this asking price in this paragraph.**

Note: Mr. Krebs did not accept this "**Asking price**" mentioned in the above paragraph. Furthermore, I hope that Mr. Krebs will be able to understand the difference in the meaning, between "**Asking Price**" vs. "**Market Price**."

See Exhibit I

REASON FIVE – Mr. Krebs' January 31, 2002, lease SECTION 1, and SECTION 7, fails to indicate a specific location for the leased "2.5 acre piece of property." Also, this lease does not enclose and/or include a boundary survey plat drawing.

See four pages of – Exhibit B - again

Therefore, in Mr. Krebs' prior attorney's letter, which states, "**Dictated But Not Read**" and dated May 31, 2005, therein Mr. Krebs prior attorney stated, "As you may know, we have applied for conditional use because the County has required it at this point. As a part of that application process, we need a survey to be done. However, no surveyor is willing to conduct a survey unless the entire parcel is surveyed, not simply the portion that my client leases from you. I write today asking for your permission to allow a survey of the entire parcel." Keep in mind, "... the entire parcel " was a 39.02 acre parcel, at the time Mr. Krebs and Ms. Meyers signed and/or initialed page 1 and 4, only of Mr. Krebs' lease dated January 31, 2002. The answer to Mr. Krebs' prior attorney' letter of request, which states, "**Dictated But Not Read**" and dated May 31, 2005, was denied in agents detailed response letter dated June 7, 2005.

See Exhibit J

(a) For this "2.5 acre piece of property," Mr. Krebs and/or his prior attorney failed to draft a lease, which allows a boundary survey for a specific location.

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- (b) Mr. Krebs and/or his prior attorney failed to draft a lease, which makes his lease a part of Ms. Meyers' inherited 17.34 acre parcel, after it was subdivided from this 39.02 acres parcel, in the year of 2003. **Keep in mind**, that Mr. Krebs lease is dated January 31, 2002.
- (c) Likewise, Mr. Krebs and/or his prior attorney failed to draft a lease, to stop Ms. Meyers from selling a 14.84-acre parcel of her inherited 17.34-acre parcel. Ms. Meyers continue to be the owner of this leased " 2.5 acre piece of property." Again, those boundaries to this " 2.5 acre piece of property" remain as Mr. Krebs illegal designed them, against Ms. Meyer's will and/or agreement. See attached up dated Video Tape of Mr. Krebs standing near the same boundaries only designed by him.

See Video tape – Exhibit H - again

- (d) **Mr. Krebs and/or his prior attorney failed to draft a lease, which demand consent from Ms. Meyers.**

Conclusion, Mr. Krebs, and/or his prior attorney draft a lease, which did not demand consent from Ms. Meyers. In Mr. Krebs' January 31, 2002, lease under term " Section 7," which states, " Consent of the lessor is not necessary for lessee to make any future improvements,...."

AT THE SAME TIME –See four pages of – Exhibit B – again and See Exhibit K

In the Black's Law Dictionary - " Consent " means: " Agreement; approval; permission;... ." Furthermore, Mr. Krebs is not the property owner of Ms. Meyers' " 2.5 acre piece of property," but Mr. Krebs used his lease term Section 7, to sign his name as property owner to install a water well into this leased " 2.5 acre piece of property," prior to March 28, 2005, without Ms. Meyers' consent and/or permission. Therefore, agent pointed out Mr. Krebs fraudulent act of signing his name on a government document as property owner, to the State of Delaware Department of Natural Resources & Environmental Control of Dover Delaware, Manager Mr. Stewart Lovell, who wrote agent a letter dated March 30, 2004, and stated, " Section Seven of the agreement allows Mr. Krebs to make improvements related to his business." -- Clearly, Mr. Krebs and/or his prior attorney tried to designed their January 31, 2002; lease to work as a property deed and/or a power of attorney document.

See Exhibit K - again

But, another government agency, which is the State of Delaware Department of Transportation Deputy Attorney General Frederick H. Schranck, who made it very clearly to Mr. Krebs and his prior attorney that Mr. Krebs will not receive another entrance permit, without a power of attorney, which is in accordance with their policy. DOT, will not again accept Mr. Krebs lease. Mr. Krebs also, fraudulently signed his name as property owner on this government permit in the past.

Mr. Krebs does not respect Ms. Meyers' rights, and Ms. Meyers' agent have the evidence of violations for proof concerning her " 2.5 acre piece of property." The Mr. Krebs' illegally signing as property owner, is another issue for the Criminal Department of the Attorney General's Office in the State of Delaware.

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REASON SIX – The January 31, 2002, lease contains no provisions or remedies for Ms. Meyers in the event of a breach, which is unconscionable. The January 31, 2002, lease contains no provisions or remedies for Ms. Meyers in the event of a breach of a term or terms of the agreement by Mr. Krebs, which is unconscionable. Page one (1) and four (4) of this lease, contains Ms. Meyers' initials and/or name, evidencing Ms. Meyers' agreement to the terms contained thereon, Ms. Meyers therefore denies having agreed to the terms contained on Mr. Krebs' and/or his prior attorney's page two (2) and three (3) of this lease. It is unconscionable for Mr. Krebs and his new attorney to hold Ms. Meyers responsible for page 2 and 3 of this lease, based on the fact they have no proof, contain thereon, those unsigned pages.

- (a) The payment of approximately \$ 333.00 per month or \$ 4,000.00 per year in rent for a 2.5 acre parcel of land, located on a main road five miles from the beach of Fenwick Island, Delaware, is also unconscionable.

REASON SEVEN – In Ocean City Maryland “The Dispatch” news paper dated December 30, 2005, page 21A, under “Four Months For Sex Offender.” Mr. Krebs “... sexually assaulting his friend’s girlfriend....” Therefore, when Mr. Krebs is release from the State of Maryland’s Jail, Ms. Meyers is concern about, whether or not; Mr. Krebs will be registered in the State of Delaware as a Sex Offender, under **11 Delaware Code, Section 4121. Mr. Krebs remains on Ms. Meyers’ “2.5 acre piece of property,” regardless of the fact that his lease ended on March 28, 2005. This property is located next door to Ms. Meyers. Ms. Meyers now have concerns about her self, daughter, and granddaughter when they come to visit. In agent’s letter dated October 29, 2004, on page eight (8), under “retaliate issues,” in the past agent stated, “For the record, I understand that Mr. Krebs keeps a gun (pistol) in his red Ford pick-up truck.” If true, a conceal gun (pistol) will be in violation of Mr. Krebs’ two (2) year probation after release from the State of Maryland’s Jail. Concerning agent’s experience with Mr. Krebs conduct, agent found that Mr. Krebs is very skilled with stories in his favor, as the interpretation of his January 31, 2002, lease. Therefore, see Mr. Krebs story vs. victim’s story below:**

See Exhibit L

- (a) This news paper states that Mr. Krebs, “... pleaded guilty earlier this month to a fourth-degree sex offense and was sentenced to a year in jail with all but four months suspended.”
- (b) This news paper stated, “The victim said she fell asleep and a short time later woke up to find Krebs performing oral sex on her. She immediately kicked Krebs away when she realized what was happening, according to the police report on the incident.”

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- (c) This newspaper stated that Mr. Krebs said, " He said at one point he went into the victim's room and began kissing her as she slept before performing oral sex on her."
- (d) This newspaper stated that, "*The victim said he stopped because she kicked him away, but Krebs said he stopped because he suddenly felt remorseful.*"
- (e) This newspaper stated that the police, "... placed Krebs under arrest for third- and fourth-degree sex offense."

Based on all mentioned above, Ms. Meyers does not trust Mr. Krebs next door to her.

See Exhibit L - again

Mr. Krebs' January 31, 2002, lease ended on March 28, 2005. Ms. Meyers and her attorney in fact / agent / witness, hope that the court ~~dismiss~~ this case, numbered 1120 – S, based on filed documents with this court and/or the reasons mentioned in this letter.

Response to Attorney Tarburton's letter dated November 11, 2005, and the moot issue concerning attorney Tarburton's Motion to Amend Complaint below

In your letter dated November 11, 2005, you stated, " This matter has been transferred to me as Plaintiff's former attorney has been appointed to a position in the Delaware judiciary." Former attorney Alan Davis, who was appointed to the Delaware judiciary did not add Ms. Meyers' agent as a defendant in his complaint filed on February 23, 2005. Attorney Tarburton, you have chosen to add Ms. Meyers' agent in your motion to the amended complaint dated January 13, 2006. The adding of Ms. Meyers' agent Mr. Dennis Smith as Defendant in your **Motion to Amend Complaint to join an additional Defendant** dated January 13, 2005, is MOOT, because Mr. Krebs' lease dated January 31, 2002, ended on March 28, 2005, as mentioned above in this letter.

For understanding only, therefore in this **moot Motion to Amend Complaint to join an additional Defendant** dated January 13, 2005, you stated, " In this action, Plaintiff seeks to strike the appearance of Dennis L. Smith, who is not a member of the Delaware Bar, and to add Dennis L. Smith as a Defendant". Ms. Meyers' agent never entered his appearance as an attorney at law, but has been granted a power of attorney by Ms. Meyers to act in her name, place and stand in any way, which Ms. Meyers could do, if she were personally present. In the past Complaint filed by Former attorney Alan Davis, states in number 3, "... Smith has been acting with apparent authority and Defendant Meyers has ratified his actions."

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Ms. Meyers' agent (Mr. Dennis L. Smith) will keep his **accepted agreement**, which is written in the General Power of Attorney and recorded in the Recorder of Deeds in Book 00776, page 041, dated October 27, 2003. At the bottom of this power of attorney agreement it states, " My attorney-in-fact/agent hereby accepts this agreement, and I affirm and **ratify all acts so undertaken.**" These acts also, includes Ms. Meyers' leased " 2.5 acre piece of property," to Mr. Krebs, which is identified as Tax Parcel No. 5-33 -11.00 -82.00, Parcel B. A true and correct copy of said power of attorney is attached hereto as:

See Exhibit A - again

Some claimed, reason(s) why the Motion to amend Complaint dated January 13, 2006, had to be file below:

Attorney Tarburton on November 14, 2005, in a phone conversation you stated, "... you can't file documents in a court for a client, unless you are a lawyer and the answer and the amended answer ah the pair of copies I have was **only signed by you.**" Ms. Meyers is not my client, and this statement is not true, please look at your copies again and look at the ones filed in the Court of Chancery for the truth. Attorney Tarburton, your quote in this paragraph is **not true.**

On January 17, 2006, in a phone conversation with Mr. Krebs' new attorney Mr. John E. Tarburton, who stated that, "... new information came to my attention at the end of last week and ah the **client**, and I agreed with him ah we believe that ah it was importance to go ahead and get the matter filed now. Apparently it was some deeds that has been filed, and some land that changed hands." " You have conveyed title to certain property by recording deeds **during the time** that you and I have been talking." Therefore attorney Tarburton, please check with the Recorder of Deeds for your own proof. **Furthermore, your Motion for a amended complaint that you filed dated January 13, 2006, does not contain anything about "... some deeds that has been filed, and some land that changed hands," based on your new information.** Attorney Tarburton, those quotes from your conversation in this paragraph are **not true.**

Attorney Tarburton, you promised in the past, that you would first of all, look into a past Court of Chancery case involving Ms. Meyers and her agent, under case number C.A. NO.: 069 - S, to see if it set president, for agent (Mr. Smith), action with the power of attorney dated October 27, 2003, but as of January 17, 2006, you confirm in a phone conversation that **you have forgot.**

Professional conduct rules: Rule 8.4. Misconduct, it is professional **misconduct** for a lawyer to: (c) engage in conduct involving **dishonesty, fraud, deceit or misrepresentation;...**" This paragraph only concerns 1, 2, and 3 as just mentioned above.

Please take notice: Under this past civil case number 069-S, Judge Leo E. Strine Jr., explained to Ms. Meyers and her agent (Mr. Smith), that both must sign all documents. Both, Ms. Meyers and her agent Smith was Pro Se in this case. Ms. Meyers' agent in this case, based on the power of attorney dated October 27, 2003, acted **Pro Se and as Ms. Meyers' witness** in court, and also in court Ms. Meyers acted Pro Se on her part and a witness to her agent. *Furthermore, see Judge Leo E Strine Jr's order and Attorney Tarburton's letter dated November 11, 2005, at the same time.* See two pages of--Exhibit M

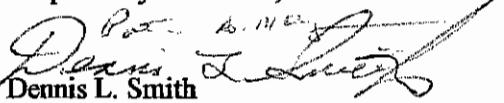
Mr. Tarburton and Chancellor William B. Chandler III
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Concerning my response letter to your letter dated November 11, 2005, on January 17, 2006, in a phone conversation, Attorney Tarburton you stated to me (Mr. Smith), " You can tell the Judge, I talked to Mr. Tarburton and he said that I had plenty of time to file this letter, and then I talked to him the following Monday and he decided to go ahead, file the amendment, I am not going to denied that, that is what occurred." Therefore, the reason that Attorney Tarburton decided to brake our verbal agreement, was because, "... new information came to my attention at the end of last week and ah the client and I agreed with him ah we believe that ah it was importance to go ahead and get the matter filed now. Apparently it was some deeds that has been filed, and some land that changed hands." " You have conveyed title to certain property by recording deeds during the time that you and I have been talking." Clearly it appears that someone deceived Attorney Tarburton and therefore damage our verbal agreement, which would have allowed agent's response letter before Attorney Tarburton's motion to amendment dated January 13, 2006.

As per the cover sheet for Notice of Motion dated January 13, 2006, is not correct concerning the address for Dennis L. Smith. Dennis L. Smith address alway read P. O. Box 311, Selbyville, DE 19975, as per all my documents indicate. I do not appreciate the implication that Ms. Meyers and I live at the same address.

Any documents mentioned and needed in this letter, which is not enclosed please request for proof. Thank you.

Respectfully submitted,


Dennis L. Smith
Patricia A. Meyers

cc: Mr. Steven Scott Krebs, by certified Mail, 7002 2410 0001 0238 2091, this courtesy copy includes all attached document. (This act was authorized)

Enclosed: Exhibits A, B, C, D, E, F, G, H is a video tape, I, J, K, L, and M

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR SUSSEX COUNTY

STEVEN KREBS, d/b/a, KREATIVE	:	
GARDEN CENTER,	:	C.A. No.: 1120 - S
:		
Plaintiff,	:	
:		
v.	:	
:		
PATRICIA A. MEYERS,	:	
:		
Defendant[.]s.	:	

ORDER

AND NOW, TO WIT, this _____ day of _____, 2006, this Court
having duly considered Defendant's Motion to Dismiss the Amend Complaint;

IT IS HEREBY ORDERED that Defendant's Motion is hereby **GRANTED**.

J. _____

CERTIFICATE OF SERVICE

I hereby certify that two true copies of the Motion to dismiss have been Hand-Delivered this 9th day of February 2006 to counsel for the Plaintiff at the following address:

John E. Tarburton, Esq.
Procino & Tarburton LLP
123 Pennsylvania Avenue
Seaford, Delaware 19973

and that counsel has received these two copies by attorney-in-fact/agent/witness Mr. Dennis L. Smith.

Peter A. Murray

Dennis L. Smith

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wilsonjones.

A



www.wilsonjones.com

65684

Exhibit A

General Power of Attorney

00776 2041

TO ALL PERSONS, be it known that I, Patricia A. Meyers,
 Drivers License No. 427897, of RT #4 Box 1034 Frankford, DE 19945,
 located in Sussex County, the undersigned Grantor, do hereby make and grant a general power of
 attorney to my close friend of the family, Dewitt L. Smith Sr.,
 of RT 3 Box 96 Frankford, DE 19945, and do thereupon constitute and
 appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent: Grantor gives agent complete authority, to any and all real estate properties, leased properties, including any and all properties sold to, will to and/or owned by Grantor, to act and/or handle as agent choose in any matter. See most details below of real estate powers.

Real Estate Powers

DEAL WITH PROPERTY. To retain, invest in, sell, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon, or otherwise deal with or dispose of any property and to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments, assignments of, extensions of, satisfactions of, and releases of mortgage, subordination agreements, and any other instrument or agreement of any kind in connection therewith and affecting real and personal property located at County Road 382, near Johnson's Corner, Baltimore Hundred, Sussex County, Delaware consisting of 39.02 acres with improvements and any property hereafter owned by Grantor located anywhere, which my attorney-in-fact/agent may deem to be necessary.

My attorney-in-fact/agent has complete authority to appoint another agent and/or agents other than himself to have the same complete authority or limited authority, through a written agreement. In my will, to my son (Mack L. Davis Jr.) and agent, also will allow my agent to continue with complete authority as mentioned in this document.

Notice: Any copy of this document, received by anyone, is to prove the authority that the agent has now and had verbally before. This idea of giving complete authority to my agent, was initiated by me, (Grantor). There are four (4) of these same exact Power of Attorney documents signed, witnessed to, and notarized, which are superior over any other power of attorney that I had granted to my attorney-in-fact/agent, but, one (1) of these four (4) must be recorded in the Recorder Of Deeds.

My attorney-in-fact/agent hereby accepts this agreement, and I affirm and ratify all acts so undertaken.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 27th day of October, A.D. 2003.

Witnesseth:

Witness

Witness

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

Grantor

Attorney-in-Fact/Agent

RECODER OF DEEDS
JOHN F. BRADY

03 OCT 27 AM 11:51

I HEREBY CERTIFY that on this 27th day of October, A.D. 2003,
 personally came before me, a Notary Public for the State and County aforesaid, Patricia A. MEYERS, of SUSSEX COUNTY,
 and acknowledged the foregoing Power of Attorney to be her act and deed.

KAREN M. SAMSEL
 NOTARY PUBLIC - DELAWARE
 My Commission Expires March 10, 2005 NOTARY PUBLIC

B



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Exhibit B

Commercial Lease Agreement

Commercial lease agreement, made and entered into on the 31 day of January 2002, between Patricia A. Meyers of Rt. 2, Box 103A, Frankford, Delaware 19945, referred to herein as "lessor" and Steven Krebs, D/B/A Kreative Gardens, of 91 Seagull Road, Selbyville, Delaware 19975, referred to as "lessee."

In consideration of the premises and performance of the provisions of this lease agreement, the parties agree and covenant as follows:

SECTION 1 - LEASED PREMISES

Lessor leases to lessee and lessee leases from lessor, for use in a commercial plant nursery, retail sales outlet, and associated landscaping storage, sales, service, and operations, a 2.5 acre +/- portion of lessor's six acre parcel known as Tax Parcel Number 5-33-11-82 and located northeast of Road 382 and approximately 1100 feet northwest of Road 384, referred to herein as "premises." Lessor and lessee shall, upon execution of this agreement delineate the boundaries of said portion of the larger parcel by mutual agreement on-site.

SECTION 2 - TERM

The term of this lease shall be for a period of three years commencing on March 1, 2002 and continuing in force until midnight February 28, 2005, unless terminated earlier as provided for in this lease or by operation of law. March 2002 28, 2005

SECTION 3 - RENT

Lessee, in consideration of the leasing of the premises, agrees to pay rent in the sum of \$4000.00 per year, payable in two installments of \$2000.00. Rent installments shall be due on March 10 and October 10 at the lessor's address above or at other locations as lessor, from time to time, may direct lessee. Lessor agrees to accept rental payments from lessee or his agent up to and including five days after the due date, without penalty to lessee. Lessor may require payment of a late fee of 2% of the amount due for each month the amount remains due.

SECTION 4 - SIGNING BONUS

Lessee shall pay to lessor, at the time of the first installment payment under this lease agreement, a one-time bonus of \$1000.00. Such amount is in excess of the established rent installment, and is paid in consideration of lessor's agreement to enter into this lease, as well as items noted herein.

Exhibit B

SECTION 5 – LANDSCAPING OF ADJOINING RESIDENCE

Lessee, in consideration of the leasing of the premises, shall, within six months of the commencement of the lease term, undertake the clean-up and basic landscaping of lessor's residence, which adjoins the leased premises. Such clean-up shall be a "one-time-only" event for no charge and shall not otherwise be considered an ongoing obligation of the lessee. Such service shall be to place the property in a condition presentable for customers of lessee and shall be considered a benefit for both parties.

SECTION 6 – USE OF PREMISES

- A. The premises shall be used and occupied by lessee for use in commercial enterprises related to the maintenance, storage, and sale of plants, landscaping supplies and other lawn, garden, or household materials. Lessor hereby acknowledges that lessee shall conduct retail and wholesale sales, operate landscaping services, and use the property for related enterprises; lessor explicitly consents to such use.
- B. Lessee shall comply with the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of the lease.
- C. Lessee shall not use the premises for any illegal purpose.

SECTION 7 – IMPROVEMENTS, MODIFICATIONS, ALTERATIONS

Lessor gives lessee authority to make such improvements, alterations or additions to the premises as necessary for the establishment, maintenance and operation of the commercial enterprises of lessee. Such alterations or improvements include, but are not limited to, clearing the leased property, erection of storage buildings, greenhouses and a sales facility, placement of signage, and building and maintenance of a fence. Consent of the lessor is not necessary for lessee to make any future improvements, so long as the general use of the improvement is within the overall scope of the aforementioned uses of the property by lessee or any reasonable extension of those purposes.

Lessee shall, within six months of the commencement of the lease term, erect a fence around the leased premises in a location mutually agreeable to the parties.

Any improvements, alterations or additions made by lessee during the course of the lease remain the property of the lessee and shall be removed by lessee, at his expense, prior to the natural termination of the lease term. Lessor retains the right to purchase any improvements to the property, and shall give lessee 90 days notice in advance of the termination of the lease term of the desire to make such a purchase. Lessee is not entitled to any payment for the initial clearing of the property. If the parties are unable to reach agreement upon a purchase price within 30 days, lessee may begin the removal process. Upon natural termination of the lease term,

Exhibit B

lessee shall leave the premises clear of debris and excess material, with all holes or other evidence of removal of improvements filled or repaired.

Should this lease be cancelled, revoked or otherwise terminated by agreement or operation of law prior to the natural expiration of the lease term, lessee shall have 90 days to remove any and all improvements and return the property to the above-mentioned condition.

SECTION 8 – EXTENSION OF LEASE TERM

In consideration of rent and the additional signing bonus mentioned above, lessor hereby waives any right to terminate the lease at the end of the original three-year lease term and grants to lessee the right to request an extension of the lease term for three years or five years, at his option. Such extension shall continue under the terms and conditions of this lease agreement, unless the parties otherwise agree in writing at the time of the extension. Lessee shall give lessor, within 60 days of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years.

SECTION 9 – RIGHT OF FIRST REFUSAL / OFFER OF SALE AT LEASE END

In consideration of rent and the additional signing bonus mentioned above, lessor hereby gives lessee the right of first refusal for the sale of the leased premises and/or the entire 6-acre parcel. Should lessor receive a firm offer of sale for the parcel or any portion thereof, she shall offer that property for sale to the lessee upon the same terms and conditions as would be a part of the sale to the third party. Lessee shall have fifteen days from the date he is provided with written notice of the offer to accept or reject the offer.

Sixty days prior to the expiration of the lease term and any extension thereof, lessor shall provide lessee with an asking price for the purchase of the leased premises and/or the entire 6-acre parcel.

SECTION 10 – REGULATORY APPROVAL / EFFECT OF DENIALS

Upon execution of this lease, lessee shall take immediate and appropriate steps to secure regulatory approval of his proposed use of the property. Payment of the first rent installment and signing bonus shall not be due until final approval of Sussex County Planning and Zoning and/or Sussex County Council is given for a conditional or special use sufficient for lessee to operate the proposed business. Payment of the first rental installment and signing bonus shall also be stayed until DelDOT provides a final entrance approval for the business. If such approvals are not forthcoming within two months from the signing of this lease, or if lessee is denied approval, lessee shall have, at his discretion, the option to void the lease.

If any other regulatory agency, entity, or political sub-division imposes a requirement for approval which makes the proposed business economically, physically, or otherwise unfeasible, lessee shall have, at his discretion, the option to void the lease. Upon such election by the lessee, lessor shall be entitled to retain the signing bonus and a share of any rent paid, prorated by the number of days lessee held possession of the leased premises.

Exhibit B

SECTION 11 – ASSIGNMENT, SUBLEASE, TRANSFER

This rights and obligations under this agreement may not be assigned or otherwise transferred by either party without the signed, written consent of the other party. Lessee may not sublease the parcel or any portion thereof without the signed, written consent of lessor.

Lessor hereby consents to the assignment of this lease to any business entity created by lessee to conduct the business operating on or from the property. Such an entity may be a corporation, L.L. P., or any other independently operating business form recognized by Delaware law. Upon such assignment, all rights and obligations shall accrue to the business entity and lessee shall have no further liability under this lease agreement. Lessee shall give lessor notice of the assignment in a timely manner.

SECTION 12 – GOVERNING LAW

This agreement is made under, and controlled by, the laws of the State of Delaware.

SECTION 13 – ENTIRE AGREEMENT

The terms and conditions herein constitute the entire agreement of the parties. No additions, modifications, or alterations to the agreement shall be valid or enforceable unless in writing and signed by the parties.

SECTION 14 – WAIVER

Any waiver, exception, or other excuse of any provision or violation of any provision of this agreement shall not constitute a general waiver of the agreement and, further, shall not constitute a waiver of any future breach.

IN WITNESS WHEREOF, the parties have set their hands and seals:

Patricia A. Meyers _____ (seal) Date: 1/31/02
Patricia A. Meyers, lessor

Steven S. Krebs _____ (seal) Date: 1/31/02
Steven S. Krebs, lessee

C



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Exhibit C

HENRY CLAY DAVIS III, P.A.

H. CLAY DAVIS, III
claydavis@davislawoff.com

HENRY C. DAVIS
hcdavis@davislawoff.com

LAW OFFICES
303 N. BEDFORD STREET
P.O. BOX 744
GEORGETOWN, DELAWARE 19947
TEL: 302-856-9021
FAX: 302-856-1556

ALAN G. DAVIS
adavis@davislawoff.com
Admitted to:
Delaware-Maryland

2 December 2004

Patricia Meyers
RT 2 Box 103 A
Frankford, Delaware 19945

RE: My Client: Steven Krebs

Dear Ms. Meyers:

As you know, I represent Steven Krebs in regards to the lease he has with you for the property on which his business sits.

I write today to inform you that my client intends to exercise his rights under Section Eight of the Lease Agreement and gives you notice of his intention to extend the lease for an additional five years.

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Alan G. Davis

AGD/ala
Cc: File
Steven Krebs
Dennis Smith

D

wilsonjones.

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Exhibit D

Attorney, Alan G. Davis, Mr. Steven S. Krebs and Parties
 December 18, 2004
 Page 6

This new information: A Deed dated June 30, 2003 , " 17.34 " acres parcel, known as Tax Map 5 - 33 11.00 82.00 Tract No. 3 , is found in Ms. Meyers' Deed dated June 30, 2003 , but can not be found in Mr. Krebs' lease dated January 31, 2002 , why ?

Also, I will " make sure that this 39.02 acre parcel " of deceased, Mr. George A. Evans' is corrected from being illegally subdivided by a conspiracy, involving Sussex County Director, Lawrence D. Lank of Planning and Zoning, of P. O. Box 417 Georgetown, DE 19947, and Real Estate Attorney, " Dean A. Campbell." You will find the details to this conspiracy in my letter dated November 11, 2003, with certified No. 7099 3400 006 3821 7610, to Attorney General Ms. Jane Brady. Also this letter is a part of a past Civil Suit C. A. 69-S and it is recorded in the Court of Chancery of State of Delaware in and for Sussex County. This letter will confirm that Mr. Lank and Mr. Campbell violated 17 Delaware Code, Section 131. This property Deed contains a fifty (50) feet illegal easement and was illegally recorded in the government Record of Deeds. Also, illegally recorded was an illegal plat drawing identified by B - 403A, Project No. 94041 with the added date " 6 - 2 - 03 Easement."

real estate conspiracy and/or actionable negligence ends here.

Response to Mr. Davis Letter dated December 2, 2004 Below

I understand that you (Mr. Davis) represents Mr. Seven S. Krebs.

Based, on the information in my letter dated October 29, 2004, the information in my letter dated November 12, 2004, and the information in this letter, Mr. Krebs' lease dated " 1 / 31 / 02 " will not receive an " extension." PLEASE TAKE NOTICE , under " SECTION 8 -EXTENSION OF LEASE TERM " it states, " In consideration of rent and the additional signing bonus mentioned above, lessor hereby waives any right to terminate the lease at the end of the original three-year lease term and grants to lessee the right to request an extension of the lease term for three years or five years, at his option." My letter dated October 29, 2004, page # 2, points out this AMBIGUOUS language in detail under section 8. Therefore, Mr. Krebs' request for an additional three years and/or "... an additional five years " is DENIED.

Response to Mr. Davis letter dated December 2, 2004, ends here.

" RETALIATE ISSUES "

In my letter dated October 29, 2004, on page # 8, under " RETALIATE ISSUES," I (Mr. Smith) stated, "Also, I hope there are no type of created accident or accidents after this letter , on this leased property and/or from anyone involved in those wrongful acts, indicated in this letter." But, on November 9, 2004, Mr. Krebs and/or his mother called the police on me (Mr. Smith) and falsely accused me of stalking, simply because his mother saw me driving in " Swann Estates." That evening when the Delaware State Police contacted me about the complaint, I informed the officer that I was on business shopping for home prices on Seagull road in " Swann Estate " and showed the officer a fax copy concerning my business in " Swann Estate." The State Police Officer, clearly responded by stating, that he did not believe the complaint and would file the complaint as " unfounded." (November 11, 2004, letter from Coldwell Banker' Sales Manager, and faxed copies - Exhibits Q)

E



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Landscape Service & Grounds Maintenance

Exhibit E

302-436-0366 • 1-800-799-1371

Sept 2nd 2002Lessor

- Steven Krebs

Leaser

- PATRICIA MEYERS

Sale of ^{14 ft} 16x60 mobile trailer

To PAT MEYERS Leaser from
 LESSOR & STEVEN KREBS on DATE 9-4-02
 For price of 950⁰⁰ put In rear of property
 Drop off.

Sign & Date

(BAL on 2002 lease)

9-4-02 Lessor → Stinkle

2,000.00

- 500.00 8-1-02 pd

- 950⁰⁰ 9-4-02 pd.9-4-02 Lessor Pat MyBalance Due on 2002 Steven Lessor property
 (Garden Center) (\$550.00)

F



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April 20, 2005

Oct. 13, 2004

As of this date I can not
find the title to the
Mobile Home trailer. Mfg.
Magnolia.

Subject 1969 Magnolia Mobile
Home? 2 Bedroom

Pitlandizing balance in
~~Fence~~ Landscape material
of \$115.00 is still due from
Steve Krebs.

Exhibit F

\$m 1975532

Was sold to Mr. Steven Krebs
for the sum of \$500.00, bal \$15.00.
this is not stolen property.
I think I have the title.
It was removed from 12222 Bessell Rd.
Brookville, Md. 21813

L. William Simpson
12222 Broad Road
Bishopville, Md. 21813

21813,
L. William Simpson
40-3552-3465

Exhibit F

KREATIVE KARE

P.O BOX 796
 SELBYVILLE, DE 19975
 302-436-0366
 1-800-799-1371

BILLING STATEMENT

No. 303

DATE 9-27-02

ALL ACCOUNTS PAYABLE WITHIN 30 DAYS
 OF BILLING DATE. LATE FEE OF \$25.00
 WILL BE ASSESSED.

Bill Simpson
12222 E. Main St.

PLEASE DETACH & RETURN WHITE COPY WITH YOUR REMITTANCE

AMOUNT ENCLOSED \$ _____

BILLING CHARGES	
<i>BAL AS OF 9-24-02</i>	<i>345.00</i>
<i>Appl'd 9 jobs Scrubbed Report</i>	
<i>345.00</i>	<i>220.00</i>
<i>V Del</i>	<i>10.00</i>
<i>- 230.00</i>	
<i>BAL 9-27-02</i>	<i>TOTAL DUE</i>
<i>(115.00)</i>	

Thank You

Steve Krebs owes me \$115.00 in
 material as of 4-18-05 on trailer.

F.W. Simpson

Exhibit F

CREATIVE IMAGE
P.O BOX 796
SELBYVILLE, DE 19975
302-436-0366
1-800-799-1371

**BILLING
STATEMENT**

Nº 305

ALL ACCOUNTS PAYABLE WITHIN 30 DAYS
 OF BILLING DATE. LATE FEE OF \$25.00
 WILL BE ASSESSED.

DATE 9-24-02

Bell Simpson
 12222 Brat Rd

PLEASE DETACH & RETURN WHITE COPY WITH YOUR REMITTANCE AMOUNT ENCLOSED \$ _____

BILLING CHARGES	
<i>BAL on earlier Billed</i>	
<i>\$ 499.00</i>	
<i>6.00 miles Delaware Del 144.00</i>	
	<i>Del \$ 10.00</i>
<i>499.00</i>	
<i>- 154.00</i>	
<i>Bal</i>	<i>TOTAL DUE</i>
<i>9-24-02 345.00</i>	<i>154.00</i>

Bell Simpson
Thank You

Exhibit F

INVOICE

413

**Office: 1-800-799-1371
Cell: 302-462-5486**

P.O. Box 796, Selbyville, DE 19975

P.O. Box 796, Selbyville, DE 19975
Route 20, Roxana, DE

Date 6-10

Name BILL MCGEE

Address 13992 BRANT Rd. 410-352-3465
MUSKAGET TOWN RD

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.	PAID OUT	
QUANTITY	DESCRIPTION				PRICE	AMOUNT	
6	hardwood				25.00	150.00	
4	yards						
	6-19-AM 1 TIN OF WHITE PLUS BROWN 12 22 C 216 FT AT END OF WOOD						
	DELIVERY CHARGE					73.00	

- Not responsible for delays by suppliers and weather, which are beyond our control.
- No warranty on live plants and trees.
- No warranty on sodding or seeding.
- On special orders non-refundable deposit.

TOTAL

Thank You

NO RETURNS ON LIVE PLANTS, STONE, OR MULCH
Open account charges must be paid within 30 days of date on
invoice or there will be a \$25. Late fee assessed.

\$25. Charge for all returned checks.

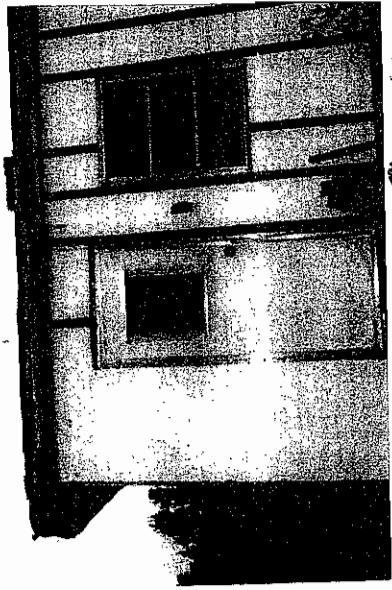
Rec'd by,

April 20, 2005.

As of this date does not
find the title to the
mobile home trailer suff.

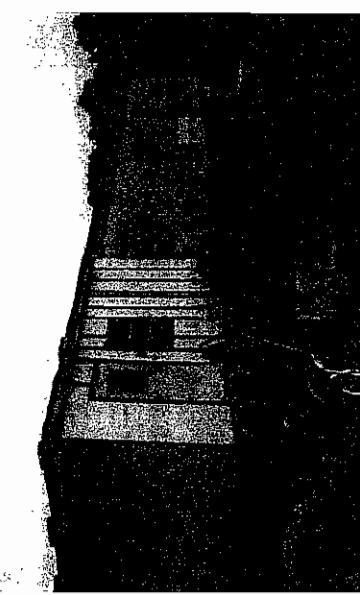
Magnolia.

2000 selling to ~~Steve & Vickie~~
~~10/11/04 A. L. William Simpson~~



Outstanding balance in
~~Fenceco~~ Landscape material
of \$15.00 is still due from
Steve Trebs.

Exhibit F



2002 selling to Steve & Vickie
10/20/04 A. L. William Simpson

G



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Exhibit G

HENRY CLAY DAVIS III, P.A.

H. CLAY DAVIS, III
claydavis@davislawoff.com

HENRY C. DAVIS
hcdavis@davislawoff.com

LAW OFFICES
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GEORGETOWN, DELAWARE 19947
TEL: 302-856-9021
FAX: 302-856-1556

ALAN G. DAVIS
adavis@davislawoff.com
Admitted to:
Delaware-Maryland

Note: To Mr. Smith (Agent)
Dennis Smith
P.O. Box 311
Selbyville, Delaware 19975

23 November 2004

RE: Steven Krebs/Kreative Garden Center

Dear Mr. Smith:

I received your correspondence earlier this month and I have begun preparing the suit on behalf of my client. However, prior to filing that suit I wish to give you and Ms. Meyers one last opportunity to attempt to settle this matter amicably. Since you are not willing to facilitate the continued lease of the space my client occupies, my client would like to make an offer to purchase that 2.5 acre piece of property.

As a bit of background, I understand that you now have a Deed which incorporates this property under its terms. If this is true, then an additional count in the complaint that I am preparing would have to be added to seek enforcement of the first right of refusal contained in the lease signed by Ms. Meyers. If we were to prevail in Court, that Deed to you would be vacated and Ms. Meyers would likely be forced to offer the property to my client under whatever terms were applicable to the sale or transfer to you under that Deed. It is my suspicion that it is much less than the fair market value of the property.

As such, my client has authorized me to offer to pay for the 2.5 acres only, the amount of \$55,000.00. That amount is admittedly under the likely fair market value of that portion of the property. However, we make the offer under circumstances in which we think that we could prevail on the loss of the business that your actions have caused my client over the course of the past year. His losses are significantly more than the proposed reduction from the fair market value of that 2.5 acres.

Exhibit G

Dennis Smith
23 November 2004
Page 2

I hope that you and Ms. Meyers will carefully consider this offer and report back to me at your first convenience as to whether you are willing accept. I believe it represents that last best chance to avoid an expensive court battle.

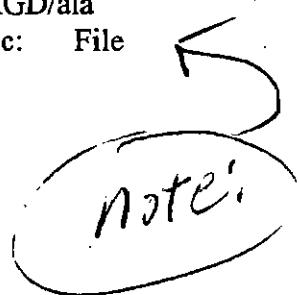
Please note that this offer is made as an offer of compromise to settle the entire matter and cannot be used against my client in a hearing. I appreciate your time and attention in this matter and look forward to a prompt response from you.

Sincerely,

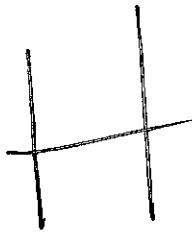


Alan G. Davis

AGD/ala
Cc: File



Note:



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**EXHIBIT H -- PLAY ENCLOSED VIDEO
TAPE FOR THE PROPERTY
BOUNDARIES ISSUES**

*Note:
Request if needed*

H



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Exhibit I

Attorney, Alan G. Davis and Mr. Steven S. Krebs
November 12, 2004
Page 2

herself, but being forced in to answering Section 9, which states, " Sixty days prior to the expiration of the lease term and any extension thereof, lessor shall provide lessee with an asking price for the purchase of the leased premises and/or the entire 6-acre parcel." I am answering Section 9, Pro se as I think I should, but nothing is to be " Implied," that Ms. Meyers wants to sell. See next paragraph below for " asking price."

" Asking Price " conclusion

Clearly, in Section 9, Mr. Krebs did not state, " MARKET PRICE, " but clearly stated, " ASKING PRICE." Therefore, for the record, as of the date of this letter and/or the date that Mr. Krebs and/or Mr. Krebs' agent and/or Mr. Krebs' attorney receives this letter, this letter will serve as NOTICE, that the " asking price " is, Three Million Five Hundred Thousand dollars (\$ 3,500,000.00) for the two and a half acres located in Sussex County, Tax Map parcel number 5 -33 -11.00 - 82.00, which Mr. Krebs is leasing and Mr. Krebs' business is located. (*Note: This property is five miles from the beach, also being used for commercial use, road frontage, and continues to go up in price*)

Real Estate Conspiracy plot and/or Actionable Negligence and/or Breach of lease, because of Mr. Krebs' Involvement with Bay Twenty L.L.C., on the Leased property

Again, concerning Civil Case, " C.A. No. 069-S," at trial, it was found that Bay Twenty L.L.C., recorded an ALTERED DOCUMENT in the government Recorder of Deeds on August 26, 2003, at 11:36 A.M., to take property which Bay Twenty L.L.C., never leased. Also, Vice Chancellor Leo E. Strine, Jr., found the lease to be, an UNCONSCIONABLE lease agreement on July 14, 2004. This lease had an altered plat drawing attached, which was illegally recorded on August 26, 2003, and designed for Bay Twenty L.L.C, to go through Mr. Steven S. Krebs' leased two and a half acres, which his business is located on. Mr. Krebs, also allowed Bay Twenty to drive through according to this altered plat drawing designed, on March 26, 2004.

1. See Video tape dated March 26, 2004 for proof, **Exhibit K**.
2. See altered plat drawing, which was illegally recorded in the government Recorder of Deeds on August 26, 2003, **Exhibit L**.
3. Expert witness, Mr. Elton M. Murray of Land Tech, LLC surveyors. Mr. Murray at trial on July 9, 2004, confirmed that Bay Twenty's driveway was designed to go through Mr. Krebs' leased two and a half acres, **Exhibit M**.
4. Now, see **Exhibit D** and **Exhibit E** from my letter dated October 29, 2004, with certified Numbers, 7002 2410 0001 0238 1896 and 7002 2410 0001 0238 1902. Then, at the same time see **Exhibit K**, just mentioned in number 1 above.

Note: On **Exhibit M**, Yellow outlines Mr. Krebs two and a half acres and Blue outlines Bay Twenty's approximately four and a half acres.

J



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Exhibit J

HENRY CLAY DAVIS III, P.A.

H. CLAY DAVIS, III
claydavis@davislawoff.com

HENRY C. DAVIS
hcdavis@davislawoff.com

LAW OFFICES
303 N. BEDFORD STREET
P.O. BOX 744
GEORGETOWN, DELAWARE 19947
TEL: 302-856-9021
FAX: 302-856-1556

ALAN G. DAVIS
adavis@davislawoff.com
Admitted to:
Delaware-Maryland

31 May 2005

Patricia A. Meyers
RR4, Box 103A
Frankford, DE 19945

RE: Krebs v. Meyers

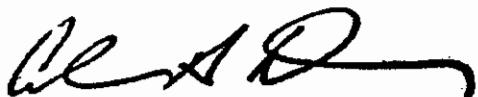
Dear Ms. Meyers:

As you know I represent Steven Krebs in regards to his leased portion of your property. As you may know, we have applied for conditional use because the County has required it at this point. As a part of that application process, we need a survey to be done. However, no surveyor is willing to conduct a survey unless the entire parcel is surveyed, not simply the portion that my client leases from you. I write today asking for your permission to allow a survey of the entire parcel.

— NOT PART OF LEASE —

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Alan G. Davis
Dictated But Not Read

AGD/jlp
cc: Dennis L. Smith
Steven Krebs
File

*Note: compare the difference between
Exhibit 5 and Exhibit C
in this concerning Mr. Krebs' claim
of right under Section Eight
of his permit now see
Exhibit K. B. m
J.P.J.*

K



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Exhibit K

STATE OF DELAWARE
 DEPARTMENT OF NATURAL RESOURCES &
 ENVIRONMENTAL CONTROL
 DIVISION OF WATER RESOURCES
 89 KINGS HIGHWAY
 DOVER, DELAWARE 19901

March 30, 2004

Dennis Smith
 P.O. Box 311
 Selbyville, Delaware 19975

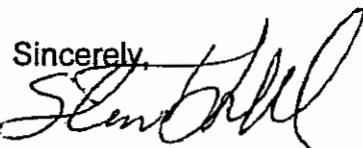
Dear Mr. Smith:

You have insisted that an agricultural well which Mr. Krebs installed on certain property he is leasing from Ms. Patricia Meyers is not legal. My staff performed an inspection of the well and found no apparent violation of critical requirements of the Department's regulations. The required well identification tag was, however, not present on the wellhead.

Remaining after the well inspection was the question of whether or not the lease allowed for Mr. Krebs to install said well. At my request , Mr. Steven Krebs provided a copy of the commercial lease agreement between himself and Ms. Meyers.

 Section Seven of the agreement allows Mr. Krebs to make improvements related to his business. Mr. Krebs' business involves maintenance of stock plants. Those plants, and other aspects of his operation, require supplemental water. No source of water supply existed on the property. Mr. Krebs elected to install of well for a source of water. The well in question is clearly an improvement related to his business. The terms of the agreement are plain and unequivocal in this respect.

The Department's remaining interest in this matter to have the identification tag affixed to the well. The Department will shortly direct the well installer to perform this task. Once that is accomplished the Department will have no further involvement on this issue.

Sincerely,

 Stewart Lovell, P.G.
 Manager
 Water Supply Section

c: Steven Krebs
 Kevin Donnelly
 Matt Chesser
 Laurie Moyer
 Alan Pongratz

Delaware's good nature depends on you!

L



www.wilsonjones.com

December 30, 2005

...Cops & Courts

FROM PAGE 20A

ed to 90 days in jail with all but 10 days suspended. He was also fined \$500 and placed on supervised probation for two years.

Four Months For Sex Offender

SNOW HILL — A Selbyville, Del. man accused of sexually assaulting his friend's girlfriend in an Ocean City hotel room this summer pleaded guilty earlier this month to a fourth-degree sex offense and was sentenced to a year in jail with all but four months suspended.

Steven Scott Krebs, 40, of Selbyville, was arrested in Ocean City in August and charged with a third- and fourth-degree sexual assault after a complaint was filed by his alleged victim. On Aug. 15, Ocean City police were called to a mid-town hotel for a complaint about a woman sexually violated in her hotel room.

As the investigating officer exited a hotel elevator, he was met by two men, later identified as Krebs and Harry Scott Crawford, who told the officer, "here we are," as if they knew what he was doing there.

The officer interviewed the complainant, who told police she was staying in the hotel room with Krebs and Crawford, who was her boyfriend. The victim said the trio had gone out to dinner earlier and came back to the hotel room, and that she went to bed under the impression Crawford was going to drive Krebs

The Dispatch/Maryland Coast Dispatch

home. When she went to bed, the two men were sitting on the hotel room balcony.

The victim said she fell asleep and a short time later woke up to find Krebs performing oral sex on her. She immediately kicked Krebs away when she realized what was happening, according to the police report on the incident.

When interviewed by police, Krebs corroborated the victim's story. He said at one point he went into the victim's room and began kissing her as she slept before performing oral sex on her. Where the two stories differ is why Krebs stopped when he did. The victim said he stopped because she kicked him away, but Krebs said he stopped because he suddenly felt remorseful.

In either case, the victim ordered both men out of the hotel room and called the hotel desk for help. The desk clerk called Ocean City police who arrived at the unit, interviewed the victim and placed Krebs under arrest for a third- and fourth-degree sex offense.

Vehicle Vandal Sentenced

SNOW HILL — A Pittsburgh, Pa. man who smashed a rear-view mirror from a vehicle and yelled obscenities at Ocean City police this summer pleaded guilty in Worcester County Circuit Court earlier this month to malicious destruction of property under \$500 and received a suspended sentence of three days in jail.

On July 7, Ocean City police observed a man later identified as Matthew P. Micheler, 21, of Pitts- SEE PAGE 22A

Exhibit L

Hill
BEACH PL

New Year's

Holiday Dining
Plus Full Mei

Party Fav
Champagne Toa

Dale Britt Live At Pi
Live DJ 9 p.

Please Call Deb
At 443-523-4158 Fo

Phillips Beach I
13th Street, Oceanfron

If The Dog Is A

Rockin' ... Come On A

New Year's Eve

Rockin' ... Come On A

Bark Salty Dog

New

Last Reg

M



www.wilsonjones.com

Exhibit M

Court: DE Court of Chancery

Judge: Leo E Strine Jr

LexisNexis File & Serve Reviewed Filing ID: 3795626

Date: 6/25/2004

Case Number: 069-S

Case Name: Bay Twenty LLC vs Patricia Meyers & Dennis Smith

This order is granted with the following modifications and additions:

1. Respondent Meyers must sign any pretrial memorandum that purports to speak on her behalf. The respondents' pretrial memorandum may only raise defenses and arguments fairly asserted in the answer filed on their behalf by Mr. Gray. At trial, the respondents may only raise defenses and arguments fairly asserted in the answer filed on their behalf by Mr. Gray.
2. On June 30, 2004, the parties must also submit with the court a list of trial witnesses. Ms. Meyers should be prepared to testify on her own behalf at trial.
3. At trial, Mr. Smith will be able to act as only his own lawyer and not Ms. Meyer's. She must represent herself. The only questions Mr. Smith may ask of witnesses are those related to this own interests as a respondent.
4. There will be no opening argument at trial. The pretrial briefs will constitute opening arguments. Closing arguments or post-trial briefs will be made or submitted only if the court so decides after hearing the evidence.
5. The petitioners' counsel shall serve this order on the respondents and provide proof of service.

IT IS SO ORDERED.

/s/ Judge Leo E Strine Jr

Procino & Tarburton, LLP
Attorneys at Law

Exhibit M

Michele Procino - Wells



John E. Tarburton (DE & MD)

November 11, 2005

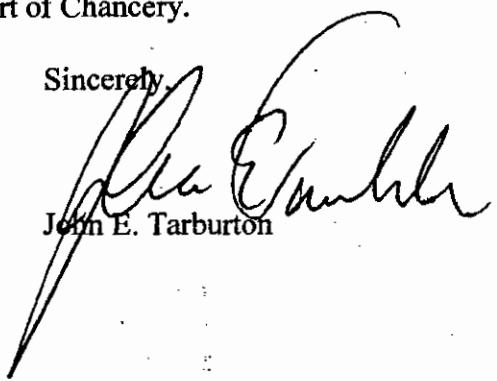
Mr. Dennis L. Smith
RR 4, Box 103A
Frankford, Delaware 19945

Re: Krebs v. Meyers
C.A. No. 1120-S

Dear Mr. Smith:

This matter has been transferred to me as Plaintiff's former attorney has been appointed to a position in the Delaware judiciary. You have filed legal documents in the Court of Chancery on behalf of Patricia A. Meyers, specifically, an answer to a complaint and an amended answer to a complaint. This constitutes the unauthorized practice of law as you are not admitted to the Delaware bar. The fact that Mrs. Meyers has executed a Power of Attorney giving you authority to act on her behalf does not make you an attorney at law. Please contact me, or have your attorney contact me, as soon as you have had a chance to review this letter. Otherwise, I will file a complaint with the Commission on the Authorized Practice of Law and I will also seek other monetary sanctions as permitted by the Rules of the Court of Chancery.

Sincerely,


John E. Tarburton

JET/lkf
pc: Steven Krebs

*Exhibit F*EFiled: May 26 2006 8:51AM EPT
Transaction ID 11380553WILLIAM B. CHANDLER III
CHANCELLORCOURT OF CHANCERY
OF THE
STATE OF DELAWARECOURT OF CHANCERY COURTHOUSE
34 THE CIRCLE
GEORGETOWN, DELAWARE 19947Submitted: May 5, 2006
Decided: May 26, 2006

John E. Tarburton
 Procino & Tarburton, LLP
 123 Pennsylvania Avenue
 Seaford, Delaware 19973

Patricia A. Meyers
 RR 4, Box 103A
 Frankford, Delaware 19945

Re: *Steven Krebs d/b/a Kreative Garden
 Center v. Patricia A. Meyers*
 Civil Action No. 1120-S

Dear Mr. Tarburton and Ms. Meyers:

On February 10, 2006, defendant filed a speaking motion to dismiss the complaint. As of today, no answering brief has been filed. Briefing shall be completed as follows:

- Plaintiff shall file an answering brief by June 9, 2006.
- Defendant shall file her reply brief by June 23, 2006.

IT IS SO ORDERED.

Very truly yours,

A handwritten signature in black ink that reads "William B. Chandler III".

William B. Chandler III

WBCIII:bsr

67

Procino & Tarburton, LLP

Attorneys at Law



Michele Procino - Wells

John E. Tarburton (DE & MD)

June 8, 2006

Via facsimile and first class mail

Chancellor William B. Chandler, III
Court of Chancery
34 The Circle
Georgetown, Delaware 19947

Notice: This letter is deemed to be involved in actions and/or conspiracy in negligence and/or this Court of Chancery.

**Re: Steven Krebs d/b/a/ Kreative Gardens Center v.
Patricia A. Meyers; C.A. No. 1120-S**

Dear Chancellor Chandler:

On May 26, 2006, the Court issued an Order directing an answering brief to defendant's motion to dismiss to be filed by June 9, 2006, with a reply brief due by June 25, 2006. I received this Order by mail on May 30, 2006.

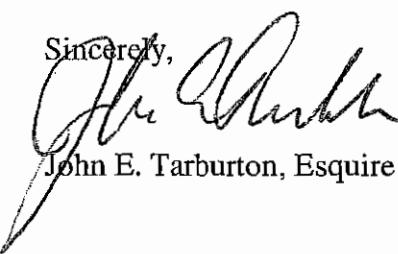
Please accept this request for an extension to file plaintiff's answering brief. It is possible for the Court to construe Defendant's motion to dismiss as:

- 1) a Motion to dismiss an amended complaint, the amendment to which has never been granted;
- 2) a Motion to dismiss the entire action, apparently under Rule 41 (b); and
- 3) a misidentified Motion for summary judgment under Rule 56.

In order to properly protect my client's interests, I believe that I need to prepare an answering brief that addresses all three possibilities. I respectfully request an extension until Friday, June 16, 2006 to file Plaintiff's answering brief.

I have been unable to contact Ms. Meyers about this request, as her phone number is unlisted. Please contact me if you have any questions.

Sincerely,


John E. Tarburton, Esquire

Pc: Patricia Meyers

123 Pennsylvania Avenue, Seaford, Delaware 19973
302.628.4140 ♦ Fax: 302.628.4150

Exhibit H

**COURT OF CHANCERY
OF THE
STATE OF DELAWARE**

WILLIAM B. CHANDLER III
CHANCELLOR

COURT OF CHANCERY COURTHOUSE
34 THE CIRCLE
GEORGETOWN, DELAWARE 19947

July 18, 2006

John E. Tarburton (Via e-Filing)
303 N. Shipley Street
Seaford, DE 19973

Patricia A. Meyers (Via First Class Mail)
RR 4, Box 103A
Frankford, DE 19945

Re: *Steven Krebs d/b/a Kreative Garden Center v. Patricia A. Meyers*
Civil Action No. 1120-S

Dear Ms. Meyers, Mr. Smith and Mr. Tarburton:

In light of Mr. Smith's July 8, 2006 letter to the Court, as well as Mr. Smith's numerous telephone calls to my office, I believe it is necessary for the Court to address an important procedural issue.

It is well settled under Delaware law that only a member of the Bar of the Supreme Court of Delaware, a party appearing *pro se*, or an attorney admitted *pro hac vice* may participate in a proceeding before the Court.¹ It does not appear that Mr. Smith is a member of the Delaware Bar. Mr. Smith is not a party to this lawsuit. Nor is Mr. Smith an attorney admitted *pro hac vice*. Mr. Smith represents that he is the "attorney-in-fact" for Ms. Meyers under a general power of attorney. That status, in and of itself, cannot circumvent the rules proscribing representation by non-lawyers. That is, a person holding "power of attorney," although known popularly as an "attorney-in-fact," is not considered an attorney who can appear in court on behalf of another person. The Delaware Supreme Court has recognized this critical policy in order to insure that the public will enjoy the representation of individuals who have been found to possess the

Therefore, see Exhibit E, which is the February 10, 2006, motion to dismiss, as Chancellor Chandler III, pointed out in his May 26, 2006, court order. Also in this motion to dismiss is a January 19, 2006, letter, therefore see page #11, paragraph #6 which EXPLAINS how Mr. Smith uses this "power of Attorney." Chancellor Chandler III had no problem or issue at that time,
¹ Kostyshyn v. State, 856 A.2d 1066 (TABLE) citing Delaware State Bar Ass'n v. Alexander, 386 A.2d 652 (Del. 1978). but, now in this court order REVENGE.

necessary skills and training to represent others.² Otherwise, anyone could, in effect, represent parties in litigation merely by acquiring a power-of-attorney.

As a result, Mr. Smith is barred from acting as an attorney representing Ms. Meyers. Instead, Ms. Meyers must either retain a licensed attorney admitted to the Bar of the Delaware Supreme Court or represent herself *pro se*.

To this end, the Court instructs the Register in Chancery to refuse any filing in this case signed by Mr. Smith acting on behalf of, or as a representative for, Ms. Meyers. In addition, the Register in Chancery and my chambers will not accept any further telephone calls from Mr. Smith pertaining to this case.

IT IS SO ORDERED.

Very truly yours,



William B. Chandler III

WBCIII:meg

² See *In re Snyder*, 820 A.2d 390, 392 (Del. Fam. Ct. 2001). See also *Marshall-Steele v. Nanticoke Mem'l Hosp.*, 1999 WL 458 724, at *5 (Del. Super. June 18, 1999); *Conaway v. Hawkins*, Del. Ch., C.A. No. 1942-S, Noble, V.C. (Del. Ch. May 23, 2006).

A hand-drawn diagram on a sheet of lined paper. The diagram consists of a horizontal line with a vertical tick mark near its left end. A curved arrow originates from the top of this tick mark and points downwards towards the bottom of the page.

Exhibit I

LexisNexis® File & Serve**Welcome:** Simmons, Arline
DE Court of Chancery[Resource Center](#) | [Preferences](#) | [Sign Off](#)[Home](#) > [Select Case](#) > [Case History](#)**Case History Search**[Printable Version](#)Search Created:
Tuesday, July 25, 2006 11:41:48 EDT

Court:	DE Court of Chancery	Judge:	Chandler, William B	File & Serve Live Date:	2/23/2005
Division:	N/A	Case Number:	1120-S	Document(s) Filed:	50
Case Type:	Injunctive Relief	Case Name:	Krebs, Steven et al vs Patricia A Meyers	Date Range:	All

Choose an action: -- Select -- Show 1000

1-26 of 26 transactions <<Prev Page 1 of 1 Next>>

<input type="checkbox"/> Transaction	<input type="checkbox"/> Date/Time	<input type="checkbox"/> Option	Case Number Case Name	Authorizer Organization	<input type="checkbox"/> # Document Type	Document Title	Size
<input type="checkbox"/> 11827270	7/18/2006 2:56 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input type="checkbox"/> 36 Letter	Letter [view]	0.1MB
<input type="checkbox"/> 11786496	7/13/2006 3:00 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	<input type="checkbox"/> 35 Letter	Letter to Chancellor Chandler and John Tarburton from Dennis Smith dated July 6 2006 [view]	3.3MB
<input type="checkbox"/> 11662326	6/29/2006 9:37 AM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	John E Tarburton, Procino-Wells, Michele	<input type="checkbox"/> 34 Letter	John Tarburton, Esquire's letter in response to Dennis Smith's June 25, 2006 letter [view]	0.1MB
<input type="checkbox"/> 11642197	6/27/2006 1:51 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input type="checkbox"/> 33 Letter	Letter [view]	0.1MB
<input type="checkbox"/> 11638288	6/27/2006 10:49 AM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	John E Tarburton, Procino-Wells, Michele	<input type="checkbox"/> 32 Letter	Letter from John E. Tarburton, Esquire requesting continuance to file answering brief [view]	0.1MB
<input type="checkbox"/> 11637057	6/27/2006 8:11 AM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	<input type="checkbox"/> 31 Letter	Letter to Chancellor Chandler & Mr. Tarburton from Dennis Smith dated June 25, 2006 requesting an extension of hearing [view]	2.9MB
<input type="checkbox"/> 11583055	6/20/2006 4:02 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input type="checkbox"/> 30 Letter	Scheduling Letter [view]	0.1MB

<input checked="" type="checkbox"/> 11554598	6/16/2006 2:39 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	<input checked="" type="checkbox"/> 27 Letter <input checked="" type="checkbox"/> 28 Brief <input checked="" type="checkbox"/> 29 Appendix <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Certificate of Service <input checked="" type="checkbox"/> Other	Letter to Mr. Tarburton and Chancellor Chandler dated June 12 2006 [view] Plaintiff's Answering Brief To Defendant's Motion To Dismiss [view] Appendix To Plaintiff's Answering Brief To Defendant's Motion To Dismiss [view] Attachments to Plaintiff's Answering Brief [view] Certificate Of Service [view] Attachments To Appendix To Plaintiff's Answering Brief To Defendant's Motion To Dismiss [view] Letter Revising Briefing Schedule [view]	1.5MB 2.4MB 0.3MB 4.4MB 0.1MB 3.3MB 0.1MB 0.1MB
<input checked="" type="checkbox"/> 11490359	6/9/2006 12:17 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input checked="" type="checkbox"/> 26 Letter		
<input checked="" type="checkbox"/> 11380553	5/26/2006 8:51 AM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input checked="" type="checkbox"/> 25 Letter	Letter [view]	0.1MB
<input checked="" type="checkbox"/> 10640628	2/23/2006 8:48 AM EST	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	<input checked="" type="checkbox"/> 24 Motion	Corrected Page 6 in the Motion To Dismiss Plaintiffs Amended Verified Complaint for Declaratory and Injunctive Relief [view]	0.1MB
<input checked="" type="checkbox"/> 10551029	2/10/2006 3:53 PM EST	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	<input checked="" type="checkbox"/> 23 Motion <input checked="" type="checkbox"/> Proposed Order <input checked="" type="checkbox"/> Exhibits	Motion To Dismiss Plaintiff's Amended Verified Complaint For Declaratory And Injunctive Relief filed by Dennis Smith [view] Order [view] Exhibits [view]	0.4MB 0.1MB 0.5MB
<input checked="" type="checkbox"/> 10366417	1/19/2006 10:39 AM EST	File Only	1120-S Krebs, Steven et al vs Patricia A Meyers	Michele Procino-Wells, Procino-Wells, Michele	<input checked="" type="checkbox"/> 17 Proposed Order <input checked="" type="checkbox"/> 18 Exhibits <input checked="" type="checkbox"/> 19 Exhibits <input checked="" type="checkbox"/> 20 Exhibits	Notice of Motion, Motion to File Amended Complaint and Order [view] Exhibit to Motion [view] Exhibit to Motion [view] Exhibit to Motion [view]	0.1MB 0.1MB 0.1MB 0.1MB

			Patricia A Meyers	Chancery			Chandler from Dennis L. Smith and Patricia A. Meyers [view]	
<input checked="" type="checkbox"/>	5250045	3/1/2005 5:00 PM EST	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	<input checked="" type="checkbox"/> 3 Other	Sent Summons To Sheriff 3/1/05 [view]	0.1MB
<input checked="" type="checkbox"/>	5203826	2/23/2005 4:06 PM EST	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Alan G Davis, Davis, Henry Clay III PA	<input checked="" type="checkbox"/> 2 Praeclipe <input checked="" type="checkbox"/> Affidavit <input checked="" type="checkbox"/> Exhibits <input checked="" type="checkbox"/> Exhibits <input checked="" type="checkbox"/> Exhibits	Praeclipe [view] ● Linked to (1) Affidavit of Steven Krebs [view] ● Linked to (1) Exhibit A: Commercial Lease Agreement [view] ● Linked to (1) Exhibit B: Letter to Defendant [view] ● Linked to (1) Exhibit C: Letter from Dennis L. Smith [view] ● Linked to (1)	0.1MB 0.1MB 0.1MB 0.1MB
<input checked="" type="checkbox"/>	5199838	2/23/2005 10:08 AM EST	File Only	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Alan G Davis, Davis, Henry Clay III PA	<input checked="" type="checkbox"/> 1 Complaint <input checked="" type="checkbox"/> Case Information Statement <input checked="" type="checkbox"/> Proposed Order <input checked="" type="checkbox"/> Proposed Order	Verified Complainant for Declaratory and Injunctive Relief [view] ● Linked from (5) Supplemental Information Pursuant to Rule 3(a) of the Rules of the Court of Chancery [view] Proposed Order [view] Order [view]	0.1MB 0.1MB 0.1MB 0.1MB

1-26 of 26 transactions <<Prev Page 1 of 1 Next>>

06-455

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS <i>STEVEN KREBS d/b/a Kreative Gardens Center</i> (b) County of Residence of First Listed Plaintiff <u>Sussex</u> <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small>		DEFENDANTS <i>Patricia A. Meyers</i> County of Residence of First Listed Defendant <u>Sussex</u> <small>(IN U.S. PLAINTIFF CASES ONLY)</small>																							
(c) Attorney's (Firm Name, Address, and Telephone Number) <i>John E. Tarbutton esq., Seaforth, NJ 07763</i>		<small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</small> Attorneys (If Known)																							
II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <table border="0"> <tr> <td><input type="checkbox"/> 1 U.S. Government Plaintiff</td> <td><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</td> </tr> <tr> <td><input type="checkbox"/> 2 U.S. Government Defendant</td> <td><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</td> </tr> </table>		<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table border="0"> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input checked="" type="checkbox"/> 2</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only) <table border="0"> <tr> <td>CONTRACT</td> <td>TORTS</td> <td>FORFEITURE/PENALTY</td> <td>BANKRUPTCY</td> <td>OTHER STATUTES</td> </tr> <tr> <td> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise </td> <td> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assalt, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury </td> <td> <input type="checkbox"/> 362 Personal Injury - Med. 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VI. CAUSE OF ACTION		Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <i>28 U.S.C. § 1443 - § 1446. § 1331</i>																							
VII. REQUESTED IN COMPLAINT:		<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ <u>00</u>	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No																					
VIII. RELATED CASE(S) IF ANY		(See instructions): <i>State of Del. Court of Chancery</i> JUDGE <i>Hon. William B. Chandler</i> DOCKET NUMBER <u>1120-S</u>																							
DATE	SIGNATURE OF ATTORNEY OF RECORD <i>Dennis J. Smuck power of attorney for Patricia A. Meyers</i>																								
FOR OFFICE USE ONLY																									

RECEIPT # _____ AMOUNT _____ APPLYING IPP _____ JUDGE _____ MAG. JUDGE _____

**OFFICE OF THE CLERK
UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

Peter T. Dalleo
CLERK

LOCKBOX 18
844 KING STREET
U.S. COURTHOUSE
WILMINGTON, DELAWARE 19801
(302) 573-6170

RE: C.A.# 06-455

CASE CAPTION: Krebs v. Meyers

ACKNOWLEDGMENT OF RECEIPT FOR F.R.Civ.P. 4

I hereby acknowledge receipt of a copy of Rule 4 (Summons) of the Federal Rules of Civil Procedure, and understand that it is my responsibility to make service of process on defendants in accordance with this rule.

Date Received JUL 27 2006
by Plaintiff:

Signed: Patricia A. Meyers
Pro Se Plaintiff
→ Patricia A. Meyers

Date Received JUL 27 2006
by Clerk's office:

Signed: Evette Wakes
Deputy Clerk

Note: If you received Federal Rule 4 by mail, please sign this receipt and return it to:

Clerk
U.S. District Court
844 N. King Street
Lockbox 18
Wilmington, DE 19801

If applicable, Rule 4 mailed to plaintiff:

Date mailed

By Deputy Clerk

cc: Docketing Clerk

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 06-455

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 1 COPIES OF AO FORM 85.

JUL 27 2006

(Date forms issued)

(Signature of Party or their Representative)

→ PATRICIA A. MEYERS

(Printed name of Party or their Representative)

→ PATRICIA A. MEYERS

Note: Completed receipt will be filed in the Civil Action